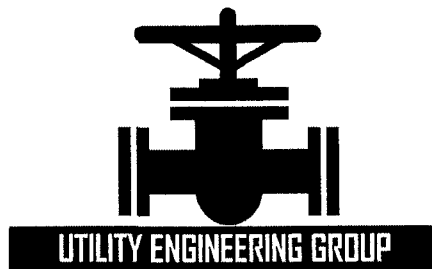


Control Number: 49566



Item Number: 12

Addendum StartPage: 0



RECEIVED  
2020 JAN 23 PM 1:07  
PUBLIC UTILITY COMMISSION  
FILING CLERK

January 20, 2020

Ms. Lisa Fuentes  
Manager  
Water Utility Regulation Division  
Public Utility Commission of Texas  
1701 N. Congress Ave., 8<sup>th</sup> Floor  
Austin, Texas 78701

RE: Application of City of Elmendorf to Obtain a Sewer Certificate of Convenience and Necessity (CCN) in Bexar County  
Docket No. 49566  
Order No. 5 Response – Request for Supplemental Information

Dear Ms. Fuentes,

This letter is in response to Docket No 49566, Order No. 5, Commission Staff's request for supplemental financial and technical information. Below you will find additional information and an update regarding the application.

Since the original CCN application was submitted by the City, the City has purchased a wastewater treatment plant from the San Antonio River Authority (SARA), associated collection system consisting of gravity main, forcemain and a lift station and the associated Texas Pollutant Discharge Elimination System (TPDES) No. WQ0010749006. The permit has recently been renewed and the transfer documents to transfer the TPDES permit owner from SARA to the City of Elmendorf were submitted the week of January 13, 2020.

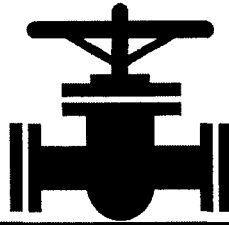
At the January 16, 2020 Regular City Council meeting of the City of Elmendorf, City Council directed staff to amend the CCN application to cover the City Limits and additional acreage to match the San Antonio Water System Sewer CCN to the west of the City. We would like to amend our application that is the subject of this Docket No. 49566 to cover this area. We can provide updated maps, application and documentation to make this amendment. We ask for additional time, past the February 7, 2020 deadline from PUC Order 5. This will allow us to update the application, mapping and provide the transferred permit from SARA, which we should receive in 30 days.

I have attached a map of the City Limits which will be the new boundary of the sewer CCN with the exception of the area between the SAWS CCN and the City Limits within Richter Road and Old Corpus Christi Road to the City Limits.

If you have any questions or need any additional information, feel free to contact me.

12

FIRM: 18712



UTILITY ENGINEERING GROUP

Thank you.

A handwritten signature in black ink, appearing to read 'G. Montgomery', is written over the printed name.

Garry Montgomery, P.E., CFM  
Utility Engineering Group, PLLC  
Office: (830) 214-0521  
garrym@uegpros.com

Cc: Cody Dailey – City Administrator (City of Elmendorf)

Attachments:  
Purchase Documents from SARA WWTP  
City Limits Map







\*VG-15-2019-20190259076\*

**File Information**

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20190259076  
**Recorded Date:** December 20, 2019  
**Recorded Time:** 2:05 PM  
**Total Pages:** 10  
**Total Fees:** \$58.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:  
12/20/2019 2:05 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT VFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

**SCANNED**

**ASSIGNMENT OF EASEMENT**

STATE OF TEXAS           §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR       §

That San Antonio River Authority, a political subdivision of the State of Texas, domiciled in Bexar County, Texas hereinafter called GRANTOR, for and in consideration of the sum of TEN and no/100s Dollars-----(\$10.00) cash in hand paid by the City of Elmendorf, a municipal entity of the state of Texas, hereafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, all of its rights, privileges, and ownership in the following easement and sanitary force main pertaining to the Highway 181 South Wastewater Facility:

First Amendment to Permanent Easement filed in the Real Property Records of Bexar County on October 23, 2019 as document #20190213790. The real property subject to this easement is more specifically described on the metes and bounds and plats attached hereto as Exhibit "A".

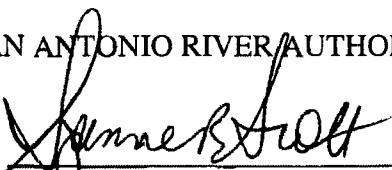
Seller's rights, title, and interest, if any, in the sanitary sewer force main line shown on the attached Exhibit "B".

TO HAVE AND TO HOLD the above described Easement and rights unto the GRANTEE, its successors and assigns, subject to the reservations, restrictive covenants and other agreements contained herein and in the original easement.

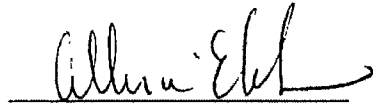
EXECUTED this 17th day of December, 2019.

SAN ANTONIO RIVER AUTHORITY

By

  
Suzanne B. Scott  
General Manager





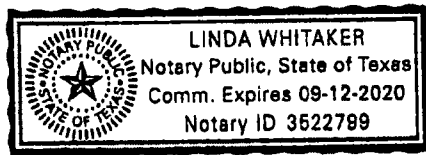
Approved as to form:  
Allison Elder  
Director of Legal Services

Acknowledgement

STATE OF TEXAS           §

COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 17<sup>th</sup> day of December, 2019, by  
Suzanne B. Scott, General Manager of the San Antonio River Authority, a political  
subdivision of the State of Texas.



  
Notary Public, State of Texas



EXHIBIT A

Page 1 of 6



\*VG-7-2019-20190213790\*

**File Information**

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20190213790  
**Recorded Date:** October 23, 2019  
**Recorded Time:** 10:18 AM  
**Total Pages:** 6  
**Total Fees:** \$42.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:  
10/23/2019 10:18 AM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

## EXHIBIT A

Page 2 of 6

**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.**

### FIRST AMENDMENT TO PERMANENT EASEMENT

This FIRST AMENDMENT TO PERMANENT EASEMENT (this "*Amendment*") is made effective as of October 14, 2019 (the "*Effective Date*"), by ELMENDORF LAND PARTNERSHIP, LP, a Texas limited partnership ("*Grantor*"), and SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, ("*Grantee*").

### BACKGROUND

WHEREAS, Grantor granted a variable width utility and access easement to Grantee, pursuant to that certain instrument of record in Book 18675, Page 1309 of the Official Public Records of Bexar County, Texas (the "*Easement*"), and

WHEREAS, Grantor and Grantee agree that the legal description contained in Exhibit A to the Easement is incorrect and both parties now desire to amend the Easement.

### AGREEMENT

NOW THEREFORE, in consideration of Ten and No/100 Dollars (\$10.00), the foregoing recitals and other good valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Incorporation.** The background as set forth above is true and correct, forms a material part of this Amendment and is hereby incorporated into this Amendment.
2. **Legal Description.** Exhibit A to the Easement is hereby deleted in its entirety and replaced with Exhibit A to this Amendment, which Exhibit A is incorporated into the Easement for all purposes.
3. **Other Terms.** All other terms, conditions and provisions of the Easement are hereby ratified and confirmed and will remain in full force and effect as of the date thereof, except as expressly modified hereby.
4. **Counterparts.** This Amendment may be executed by facsimile transmission in two or more counterparts, each of which will be deemed to be an original, but all of which taken together will constitute but one and the same instrument.
5. **Binding Effect.** This Amendment will be binding upon and inure to the benefit of the Grantor and Grantee and their respective successors and assigns.

*Remainder of Page Intentionally Left Blank*

*Signature Page Follows Immediately*

SCANNED

# EXHIBIT A

Page 3 of 6

IN WITNESS WHEREOF, Grantor and Grantee have executed this Amendment to be effective as of the Effective Date.

**GRANTOR:**

**ELMENDORF LAND PARTNERSHIP, LP,**

a Texas limited partnership

By: ELP 1604, LLC, a Texas limited liability company,  
its general partner

By: 

Name: Boyd Bruchmiller

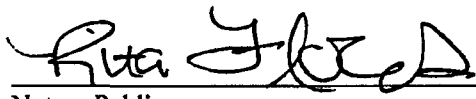
Its: member/manager

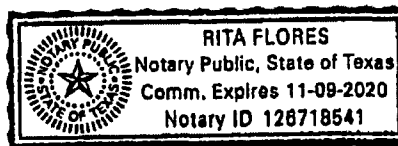
STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This instrument was acknowledge before me on the 14th day of October, 2019 by Boyd Bruchmiller, Manager of ELP 1604, LLC, a Texas limited liability company, general partner of ELMENDORF LAND PARTNERSHIP, a Texas limited partnership, on behalf of said limited partnership.

  
Notary Public



# EXHIBIT A

Page 4 of 6

**GRANTEE:**

**SAN ANTONIO RIVER AUTHORITY,**

a political subdivision of the State of Texas

By: \_\_\_\_\_

Name: \_\_\_\_\_

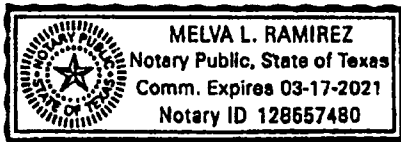
Its: \_\_\_\_\_

STATE OF TEXAS

§  
§  
§

COUNTY OF BEXAR

This instrument was acknowledge before me on the 21 day of October, 2019 by Suzanne B. Scott, General Manager of SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas, on behalf of said political subdivision.



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

After recording return to:

Claude Harding  
Real Estate Manager  
San Antonio River Authority  
P.O. Box 389980  
San Antonio, Texas 78283-9980

# EXHIBIT A

~~EXHIBIT A~~ Page 5 of 6

San Antonio River Authority - 15-0982 - Variable Width Utility & Access Easement - Page 1 of 1

State of Texas  
County of Bexar

Field notes for a variable width utility and access easement, lying in the Jose De La Garza Grant Survey, Abstract No. 4, County Block 4008, in the City of Elmendorf, Bexar County, Texas, as shown on the accompanying Plat of Survey, prepared for the San Antonio River Authority, dated March 3, 2016.

A variable width utility and access easement, being out of Lot 3, Block 1, The Ranch at Elmendorf Subdivision, described in instrument recorded as Clerk's File No. 2016000824, of the Official Public Records of Bexar County, Texas, and lying in the Jose De La Garza Survey, Abstract No. 4, County Block 4008, in the City of Elmendorf, Bexar County, Texas, said easement being more particularly described by metes and bounds as follows:

Beginning at a 5/8 inch steel rod monument with cap stamped Rakowitz Engineering and Surveying, lying in the Southwest right-of-way line of U.S. Highway 181, being the Northeast line of a 1,089.86 acre tract of land, described in instrument recorded as Clerk's File No. 20140148573, of the Official Public Records of Bexar County, Texas, and the Easternmost corner of said Lot 3, from which an original TxDOT monument bears North 54° 11' 44" East, 144.84 feet, said point of beginning being the Easternmost corner of this easement;

Thence South 30° 01' 29" West, 285.41 feet, across said 1089.86 acre tract of land, being the Southeast line of said Lot 3, to a point, being the Southernmost corner of this easement;

Thence across said Lot 3 the following bearings and distances:

North 59° 58' 31" West, 40.00 feet, to a point, being the Westernmost corner of this easement;

North 30° 01' 29" East, 40.00 feet, to a point, being an exterior corner of this easement;

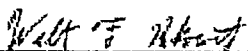
South 59° 58' 31" East, 20.00 feet, to a point, being an interior corner of this easement;

North 30° 01' 29" East, 247.43 feet, to a point, lying in the Southwest right-of-way line of U.S. Highway 181, being the Northeast line of said 1089.86 acre tract of land, and the Northeast line of said Lot 3, said point being the Northernmost corner of this easement;

Thence South 54° 11' 44" East, 20.10 feet, along the Southwest right-of-way line of U.S. Highway 181, being the Northeast line of said 1089.86 acre tract of land, and the Northeast line of said Lot 3, to the point of beginning;

Bearings recited in this description are relative to true North as determined by GNSS observation, Texas Coordinate System, NAD 83.

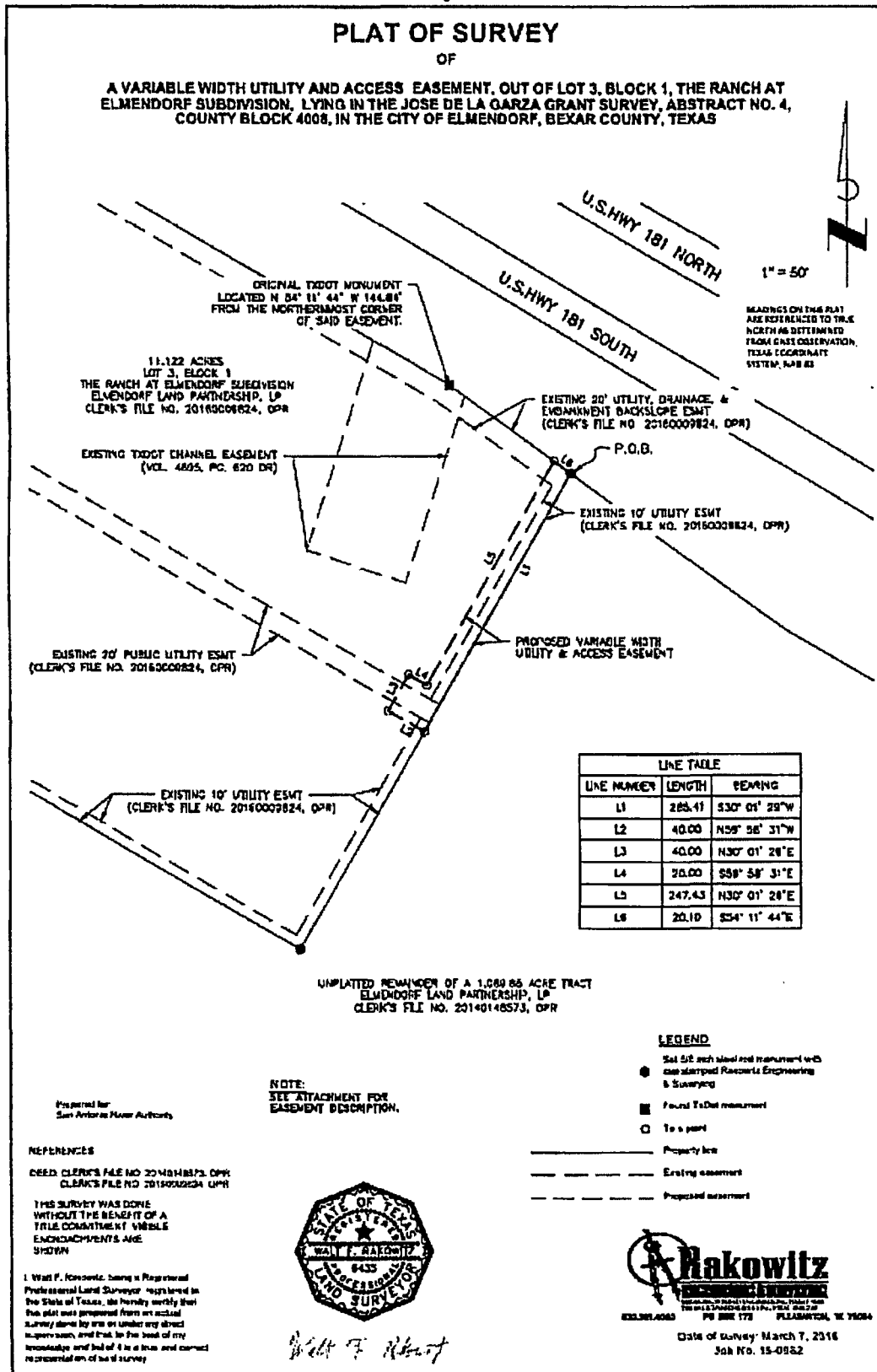
I, Walt F. Rakowitz, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for a variable width utility and access easement, on the accompanying Plat of Survey prepared for the San Antonio River Authority, dated March 7, 2016, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

  
Walt F. Rakowitz R.P.L.S. 6435  
Rakowitz Engineering and Surveying  
PO Box 172  
Pleasanton, Texas 78064  
830-281-4060



# EXHIBIT A

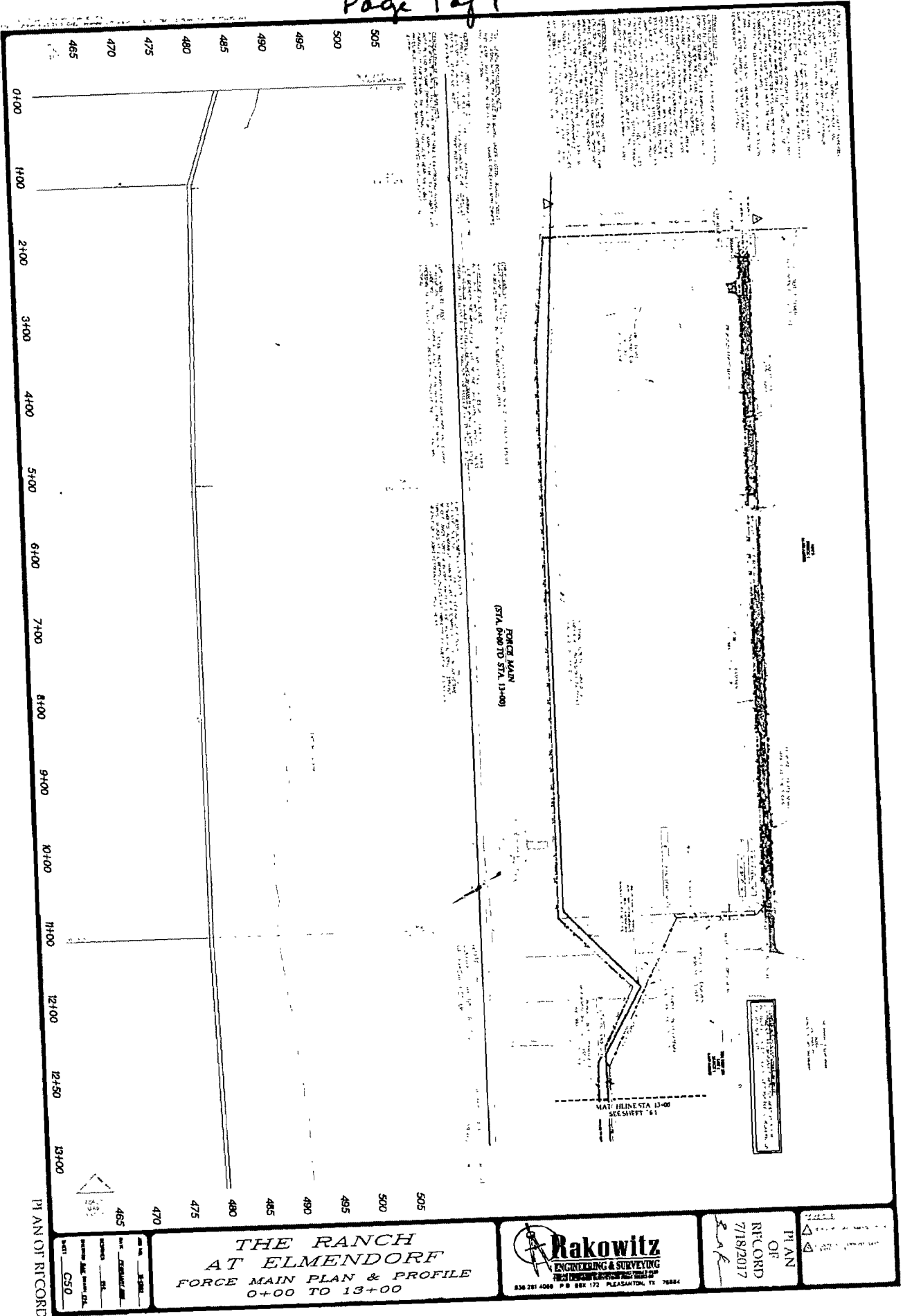
Page 6 of 6



# EXHIBIT B

Page 1 of 1

## EXHIBIT B







\*VG-15-2019-20190259075\*

**File Information**

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:  
12/20/2019 2:05 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk

**ASSIGNMENT OF EASEMENT**

STATE OF TEXAS           §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR       §

That San Antonio River Authority, a political subdivision of the State of Texas, domiciled in Bexar County, Texas hereinafter called GRANTOR, for and in consideration of the sum of TEN and no/100s Dollars-----(\$10.00) cash in hand paid by the City of Elmendorf, a municipal entity of the state of Texas, hereafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, all of its rights, privileges, and ownership in an easement granted by CITY PUBLIC SERVICE to GRANTOR pertaining to the Highway 181 South Wastewater Facility and filed of record in the real property records of Bexar County on August 24, 2004 as document # 20040194845. The real property subject to this easement is more specifically described on the metes and bounds and the plat attached hereto as Exhibit "A".

The assignment of this easement is expressly consented to by CITY PUBLIC SERVICE as required by the terms of the original easement, and CITY PUBLIC SERVICE has acknowledged its consent by signing this assignment of easement.

TO HAVE AND TO HOLD the above described Easement and rights unto the GRANTEE, its successors and assigns, subject to the reservations, restrictive covenants and other agreements contained herein and in the original easement.

*(Signature Page to follow)*

EXECUTED this ~~31st~~ day of October, 2019.

SAN ANTONIO RIVER AUTHORITY

By *Suzanne B. Scott*  
Suzanne B. Scott  
General Manager

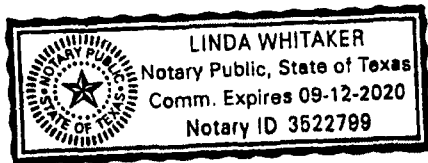
*Allison Elder*  
Approved as to form:  
Allison Elder  
Director of Legal Services

Acknowledgement

STATE OF TEXAS           §

COUNTY OF BEXAR       §


This instrument was acknowledged before me on the 31st day of October, 2019, by Suzanne B. Scott, General Manager of the San Antonio River Authority, a political subdivision of the State of Texas.

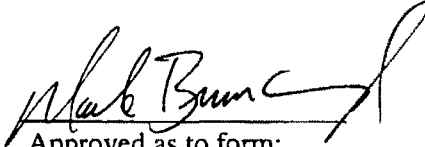


*Linda Whitaker*  
Notary Public, State of Texas

AGREED TO BY ORIGINAL GRANTOR:

CITY PUBLIC SERVICE

By   
Darrell Clifton,  
Senior Director  
Substation and Transmission

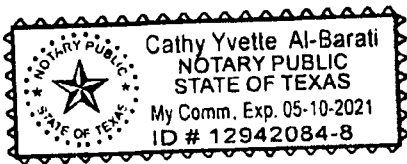
  
Approved as to form:  
Mark Brumbaugh,  
Right-of-Way Manager

Acknowledgement

STATE OF TEXAS           §

COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 25<sup>th</sup> day of October, 2019, by Darrell Clifton, Senior Director Substation and Transmission, on behalf of CITY PUBLIC SERVICE.



  
Notary Public, State of Texas

After Recording, Please Return To:  
CITY OF ELMENDORF

STATE OF TEXAS:

**EXHIBIT - A**

COUNTY OF BEXAR:

**METES AND BOUNDS DESCRIPTION**

Being 5.82 acres of land, out of a 14.80 acre parcel conveyed to City Public Service in Volume 5759 Page 57 of the Deed Records of Bexar County, Texas, lying Westerly of U.S. Highway 181 South, out of the Josefa De La Garza Grant, County Block 4008, situated about 14 miles southeast from Courthouse, San Antonio, Bexar County, Texas and more particularly described by metes and bounds as follows:

Beginning a found 1/2" rebar stake, the Northwestern corner of this parcel, and also being the northwesterly corner of the above mentioned 714.80 acre tract;

Thence N 58-38-43 E 789.02 feet, with a fence to the northeasterly corner, the northeasterly corner of the above mentioned 14.80 acre parcel of land, bears N 58-38-43 E 224.80 feet;

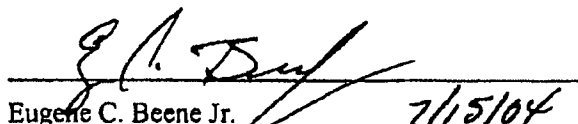
Thence S 31-15-00 E 391.42 feet, to the southeasterly corner;

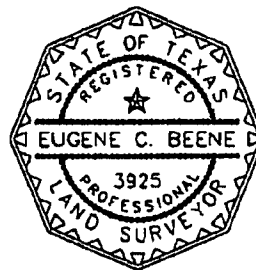
Thence S 58-38-43 W 610.50 feet, to the southwesterly corner,

Thence N 31-15-00 W 258.59 feet, to a corner;

Thence S 88-37-00 W 205.84 feet, to the southwesterly corner, and the west line of the above mentioned 14.80 acre parcel of land;

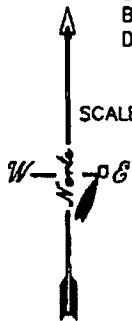
Thence N 31-15-00 W 30.00 feet, to the point of beginning.

  
Eugene C. Beene Jr. 7/15/04  
Registered Professional Land Surveyor No 3925  
\*See attached plat.



THE BASIS OF BEARING FOR THIS SURVEY ARE GPS OBSERVATIONS,  
BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID  
BEARINGS FOR THE SOUTH CENTRAL ZONE, NORTH AMERICAN  
DATUM OF 1983, (NAD 83).

○ FOUND 1/2" REBAR STAKE



SCALE 1"=200'

SNOGA, HOWARD & SHARON  
VOLUME 7191 PAGE 875

US Highway 181 South

CITY PUBLIC SERVICE  
Volume 5759 Page 57

**5.82 ACRES**

N31°15'00"W  
30.00

S88°37'00"W  
205.84

N31°15'00"W  
258.59

S58°38'43"W  
610.50

S31°15'00"E  
391.42

224.80

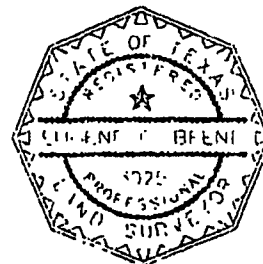
CRANK, ALEX S & NOVELLA M  
Volume 6843 Page 737

Being 5.82 acres of land, out of a 14.80 acre parcel  
conveyed to City Public Service in Volume 5759 Page 57  
of the Deed Records of Bexar County, Texas, lying  
Westerly of U.S. Highway 181 South, out of the Josefa De  
La Garza Grant, County Block 4008, situated about 14  
miles southeast from Courthouse, San Antonio, Bexar  
County, Texas.

STATE OF TEXAS:  
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey  
made on the ground, under my supervision and that it is true and correct.

*Eugene C. Beene Jr.*  
EUGENE C. BEENE JR.  
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 3925



HIGHWAY 181 SOUTH  
WASTEWATER FACILITY



\*VG-42-2019-20190259077\*

**File Information**

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

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**Total Pages:** 7  
**Total Fees:** \$46.00

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**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:  
12/20/2019 2:05 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk



**NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF 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.**

**DEED WITHOUT WARRANTY**

**SCANNED**

---

**Date:** December 19th, 2019

**Grantor:** SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas

**Grantor's Mailing Address:** 100 E. Guenther Street  
San Antonio, Texas 78204

**Grantee:** CITY OF ELMENDORF, a municipal entity of the State of Texas

**Grantee's Mailing Address:** 8304 FM 327  
Elmendorf, Texas 78112

**Consideration:** Consideration for the granting of this deed shall be the mutual covenants and agreements set forth herein, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** Being 0.557 acres of land out of County Block 4008, Bexar County, Texas conveyed to San Antonio River Authority in a General Warranty Deed recorded in Document No. 20060085369-1 of the Deed Records of Bexar County, Texas. Said 0.557 acre tract being the same 0.557 acre tract referred to as a Permanent Easement dated November 19, 2004, recorded in Document 20040267011-1, said location being more particularly described in Exhibit "A", which is incorporated herein by reference for all purposes as if fully set forth.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

**Reservations, Restrictions, Exceptions, And Conditions to Conveyance:** This conveyance is explicitly subject to the following:

**A. Reservations from Conveyance:** None

**B. Easements:** All recorded and unrecorded easements, whether or not open and obvious.

**C. Restrictions:** All covenants and restrictions affecting the Property.

**D. Exceptions:** All instruments affecting the Property, whether or not recorded.

**E. Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

**Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.**

In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions, including, but not limited to unknown and unsuspected claims, damages, and causes of action.

Grantee acknowledges and agrees that the Property is conveyed "AS IS", that the Grantor expressly disclaims any environmental or other warranties and that the Property is currently in compliance with all environmental laws in the present condition and use.

Grantor reserves the right to enter the Property in order to perform further assessment, remediation activities, and ground water monitoring activities to complete all environmental work in accordance with state regulatory requirements, if necessary. Grantee will make every effort to work with Grantor to fulfill this request. All liability related to this work is retained by Grantor.

Setting out the Specific Reservations and Disclaimers Does Not Imply That the Property Is Free of Other Encumbrances or Adverse Claims or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

When the context requires, singular nouns and pronouns include the plural.

GRANTOR:

SAN ANTONIO RIVER AUTHORITY,  
a political subdivision of the State of Texas

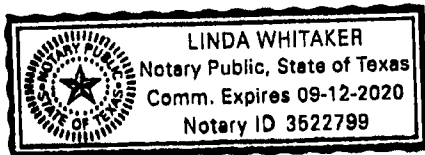
BY: 

SUZANNE B. SCOTT, General Manager

ACKNOWLEDGMENT

STATE OF TEXAS     §  
                                     §  
COUNTY OF BEXAR   §

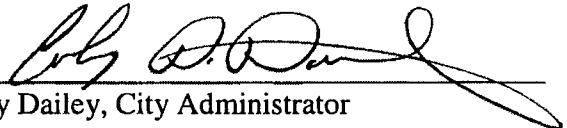
This instrument was acknowledged before me on the 17<sup>th</sup> day of November, 2019, by SUZANNE B. SCOTT, General Manager of the San Antonio River Authority, a political subdivision of the State of Texas.



  
Notary Public, State of Texas

GRANTEE:

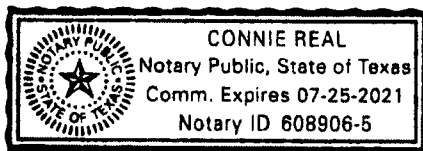
CITY OF ELMENDORF,  
a municipal entity of the State of Texas

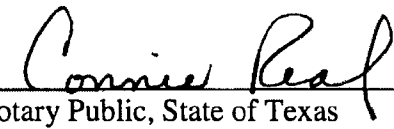
By:   
Cody Dailey, City Administrator

ACKNOWLEDGMENT

STATE OF TEXAS     §  
                                     §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on the 19th day of December, 2019, by Cody Dailey as City Administrator of the City of Elmendorf, a municipal entity of the State of Texas.



  
Notary Public, State of Texas

# EXHIBIT "A"

STATE OF TEXAS:

COUNTY OF BEXAR:

## METES AND BOUNDS DESCRIPTION

Being .557 acres of land, out of a 78.18 acre parcel conveyed to Alex S. Crank and wife Novelia M. Crank in Volume 8843 Page 737 of the Deed Records of Bexar County, Texas, lying Westerly of U.S. Highway 181 South, out of the Josefa De La Garza Grant, County Block 4008, situated about 14 miles southeast from Courthouse, San Antonio, Bexar County, Texas and more particularly described by metes and bounds as follows:

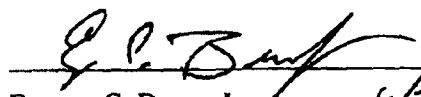
Beginning a 12" creosote fence corner post on the northeast right-of-way of Cassiano Road, for the Northwesterly corner of this parcel, and also being the northeasterly corner of the above mentioned 78.18 acre tract;

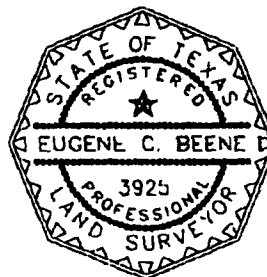
Thence N 58-46-08 E 829.01 feet, with a fence to the northeasterly corner, and a found  $\frac{1}{4}$ " rebar stake;

Thence S 31-16-59 E 30.00 feet, with a fence, to the southeasterly corner;

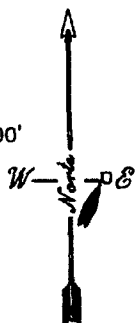
Thence S 58-46-08 W 827.68 feet, to the southwesterly corner, and the right-of-way of Cassiano Road;

Thence N 33-49-19 W 30.03 feet, with a fence and the right-of-way of Cassiano Road, to the point of beginning.

  
Eugene C. Beene Jr. 4/23/04  
Registered Professional Land Surveyor No 3925  
\*See attached plat.



SCALE 1"=200'



○ FOUND 1/2" REBAR STAKE

SNOGA, HOWARD & SHARON  
VOLUME 7191 PAGE 875

VOLUME 3413 PAGE 908  
LEIHSING, CECIL R & DORIS C.

CITY PUBLIC SERVICE  
Volume 5759 Page 57

N58°46'08"E 829.01  
S58°46'08"W 827.68  
S31°16'59"E 30.00  
30.00'

30' ACCESS EASEMENT  
.557 ACRES

N33°49'19"W 30.03

12" CRESOTE FENCE CORNER POST

CASSANO RD.

CRANK, ALEX S & NOVELLA M

Volume 8843 Page 737

THE BASIS OF BEARING FOR THIS SURVEY ARE GPS OBSERVATIONS,  
BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM GRID  
BEARINGS FOR THE SOUTH CENTRAL ZONE, NORTH AMERICAN  
DATUM OF 1983, (NAD 83).

BEING .557 ACRES OUT OF A 78.18 ACRE PARCEL OF LAND  
CONVEYER TO ALEX S. CRANK AND WIFE NOVELIA M. CRANK IN  
VOLUME 8843 PAGE 737 OF THE DEED RECORDS OF BEXAR  
COUNTY, TEXAS, LYING WESTERLY OF U.S. HIGHWAY 181 SOUTH,  
OUT OF THE JOSEFA DE LA GARZA GRANT, COUNTY BLOCK 4008,  
SITUATED ABOUT 14 MILES SOUTHEAST FROM COURTHOUSE, SAN  
ANTONIO, BEXAR COUNTY, TEXAS.

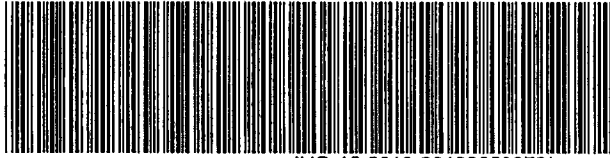
STATE OF TEXAS:  
COUNTY OF BEXAR:

It is hereby certified that this plat was prepared from an actual survey  
made on the ground, under my supervision and that it is true and correct.

*E.C. Beene Jr.*  
EUGENE C. BEENE JR. 4/23/04  
REGISTERED PROFESSIONAL LAND SURVEYOR NO.3925



HIGHWAY 181 SOUTH  
WASTEWATER FACILITY



\*VG-15-2019-20190259078\*

**File Information**

**FILED IN THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY  
LUCY ADAME-CLARK, BEXAR COUNTY CLERK**

**Document Number:** 20190259078  
**Recorded Date:** December 20, 2019  
**Recorded Time:** 2:05 PM  
**Total Pages:** 13  
**Total Fees:** \$70.00

**\*\* THIS PAGE IS PART OF THE DOCUMENT \*\***

**\*\* Do Not Remove \*\***

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on this date and at the time stamped hereon by me and was duly RECORDED in the Official Public Record of Bexar County, Texas on:  
12/20/2019 2:05 PM



*Lucy Adame-Clark*  
Lucy Adame-Clark  
Bexar County Clerk



**ASSIGNMENT OF EASEMENT**

STATE OF TEXAS           §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR       §

That San Antonio River Authority, a political subdivision of the State of Texas, domiciled in Bexar County, Texas hereinafter called GRANTOR, for and in consideration of the sum of TEN and no/100s Dollars-----(\$10.00) cash in hand paid by the City of Elmendorf, a municipal entity of the state of Texas, hereafter called GRANTEE, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell and convey unto said GRANTEE, its successors and assigns, all of its rights, privileges, and ownership in an easement granted by CITY PUBLIC SERVICE to GRANTOR pertaining to the Highway 181 South Wastewater Facility and filed of record in the real property records of Bexar County on September 23, 2016 as document # 20160189225. The real property subject to this easement is more specifically described on the metes and bounds and the plat attached hereto as Exhibit "A".

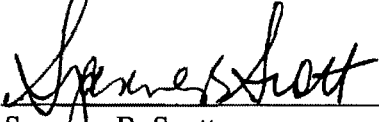
The assignment of this easement is expressly consented to by CITY PUBLIC SERVICE as required by the terms of the original easement, and CITY PUBLIC SERVICE has acknowledged its consent by signing this assignment of easement.

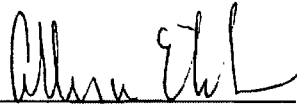
TO HAVE AND TO HOLD the above described Easement and rights unto the GRANTEE, its successors and assigns, subject to the reservations, restrictive covenants and other agreements contained herein and in the original easement.

*(Signature Page to follow)*

EXECUTED this 17<sup>th</sup> day of December, 2019.

SAN ANTONIO RIVER AUTHORITY

By   
Suzanne B. Scott  
General Manager

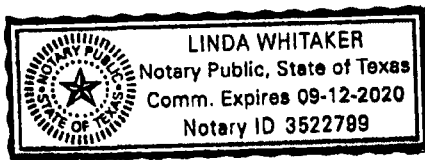
  
Approved as to form:  
Allison Elder  
Director of Legal Services

Acknowledgement

STATE OF TEXAS           §

COUNTY OF BEXAR       §

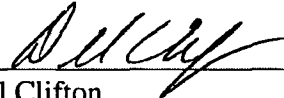
This instrument was acknowledged before me on the 17<sup>th</sup> day of December, 2019, by Suzanne B. Scott, General Manager of the San Antonio River Authority, a political subdivision of the State of Texas.

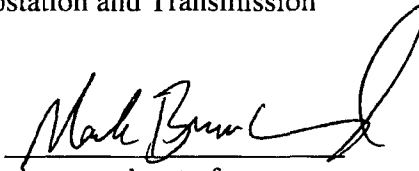


  
Notary Public, State of Texas

AGREED TO BY ORIGINAL GRANTOR:

CITY PUBLIC SERVICE

By   
Darrell Clifton,  
Senior Director  
Substation and Transmission

  
Approved as to form:  
Mark Brumbaugh,  
Right-of-Way Manager

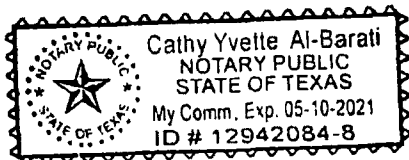
Acknowledgement

STATE OF TEXAS           §

COUNTY OF BEXAR       §

This instrument was acknowledged before me on the 31<sup>st</sup> day of October, 2019, by Darrell Clifton, Senior Director Substation and Transmission, on behalf of CITY PUBLIC SERVICE.

  
Notary Public, State of Texas



**SCANNED**

**EXHIBIT A**

Page 1 of 9



NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF 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.

**CORRECTION DEED OF PERMANENT EASEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR    §

KNOW ALL MEN BY THESE PRESENTS:

This CORRECTION DEED of PERMANENT EASEMENT is entered into between CITY PUBLIC SERVICE BOARD OF SAN ANTONIO and the SAN ANTONIO RIVER AUTHORITY in order to correct an error in the property description of the Permanent Easement filed of record in the Real Property Records of Bexar County Volume 18028 Page 946 (the "Original Easement").

This instrument supersedes and replaces the Original Easement, which is hereby released in its entirety.

That, CITY PUBLIC SERVICE BOARD OF SAN ANTONIO, hereinafter called GRANTOR, for and in consideration of Ten and No/100s Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by GRANTOR, does grant, sell, and convey to SAN ANTONIO RIVER AUTHORITY, a political subdivision of the State of Texas whose mailing address is P.O. Box 839980, San Antonio, Texas, 78283-9980, hereinafter called GRANTEE, its successors and assigns, a perpetual twenty (20) foot wide easement appurtenant and right of way for the installation, construction, operation, maintenance, repair, upgrade and removal of multiple sanitary sewer and reuse water transmission lines, together with service connections, a cathodic protection system, SCADA (Supervisory Control and Data Acquisition) connections, and above-ground manhole covers, vehicular access, fiber optic lines, communication lines, electrical lines, water lines, and all other necessary or desirable above-ground and below-ground laterals and appurtenances, in, through, upon, over, under and across the following described land (being the "Land") located in Bexar County, Texas:

A 20-foot utility easement, being out of a 14.80 acre tract of land, described in instrument recorded in Book 5759, Page 57, of the Official Public Records of Bexar County, Texas, and lying in the Jose De La Garza Survey, Abstract No. 4, County Block 4008, Bexar County, Texas, and being more particularly described in Exhibits "A" and "B" attached hereto and by this reference made a part hereof;

Book 18108 Page 478 9pgs

# EXHIBIT A

Page 2 of 9

together with the right of ingress and egress, through access points designated by the GRANTOR, in, through, upon, over, under and across said right of way for the purpose of constructing, reconstructing, inspecting, maintaining, and removing said line(s) within Easement Property.

This conveyance of easement is made subject to the following reservations and the following restrictive covenants, which are hereby imposed on and shall run with the Land and easement hereby conveyed:

1. This easement may not be used as a storage facility for any chemicals, substances or equipment not reasonably necessary for utility easement. This easement shall terminate (termination being defined as the date Grantee vacates the easement area and permanently abandons the easement area or otherwise permanently ceases its operation) and Grantee shall remove improvements from the easement area and return the easement area to as near its original condition as is reasonably practicable within six (6) months from the date of termination of said easement. Grantee shall provide Grantor a Release of Easement within thirty (30) days, once all facilities have been removed from the easement area.
2. Grantee shall collect only domestic wastewater type waste, as defined in the Texas Commission on Environmental Quality's 30 TAC Chapter 217 Rules, at the Facilities. No industrial waste collection, treatment or discharge will be allowed under the terms of this easement. Grantee shall be responsible for monitoring all collection system to prevent industrial type waste collection.
3. Grantee shall comply with all applicable Federal, State and local laws, regulations, requirements and standards (collectively, "laws") including, without limitation, all laws relating to the collection of wastes, any other laws pertaining to health, industrial hygiene, safety or environmental conditions, including any such laws relating to the construction, operation and maintenance of the Facilities, or the presence of any substance, on the easement. Any spills or releases of any wastes, chemicals, fuel, oil or other substances, or other conditions relating to the non-compliance with any such collection, treatment and discharge laws or other applicable requirements shall be cleaned up, mediated and/or mitigated to the satisfaction of Grantor. To the extent authorized by law, Grantee shall indemnify, defend and hold Grantor harmless for any violations incurred under any such laws and regulations or for any judgments, claims or demands assessed against Grantor in connection with Grantee's use or occupancy of the easement. This indemnification shall include, without limitation, the costs of restoration, cleanup or other mitigation, and all administrative costs, interest and legal costs. This paragraph shall survive termination of this easement.
4. Grantee shall notify Grantor concurrently with Grantee's notice to the applicable regulatory agency of any by-pass, any spillage or release of any wastes, chemicals, fuel, oil or other substances, planned upsets, excursions to permit discharge parameters or other condition relating to non-compliance with any collection, treatment and discharge requirements or other environmental regulation. All notices

# EXHIBIT A

Page 3 of 9

hereunder shall be given to: (1) CPS System Operator at (210) 354-0174; and (2) Energy Supply, OWS/JTD Control Room at (210) 353-3830 or (210) 353-3870.

5. Grantor shall have the right to enter said easement area at any time, with reasonable prior notice to the Grantee, such notifications to be made to San Antonio River Authority, Utilities Manager, at (210) 302-3619 or (210) 508-9028, for the purpose of conducting periodic monitoring and/or inspection of the easement area. Except in the event of an emergency, such notice shall be deemed reasonable if given 24 hours prior to Grantor's entrance into the easement area. Grantee will provide copies of any testing or reports required by TCEQ at no additional charge upon request to Grantor. However, should Grantor request any supplemental sampling and/or testing, in addition to that conducted by Grantee's staff, to confirm or verify the Grantee's testing and reports, then said requests shall be in writing to Grantee's Utilities Manager and such sampling and/or testing shall be conducted at Grantor's sole expense. Grantor retains the right to place its own inspector on site periodically during construction and operation of the utility line.
6. Should a fish kill (as defined by the Texas Parks & Wildlife Department) occur at Calaveras Lake that coincides with an unauthorized discharge from the collection system, then Grantor and Grantee will investigate and determine the cause of such fish kill. If said investigation determines Grantee to be responsible, Grantee must comply immediately with any regulatory requirements pertaining to such occurrence and shall be responsible for all costs associated with the occurrence, including, without limitation, all costs for sampling, testing, investigation and remediation incurred by Grantor, Grantee or any other regulatory agencies.
7. Grantee shall not use this easement in any manner, which might interfere with the existing transmission and distribution lines owned and operated by Grantor located on the 14.80 acre tract of land.
8. Exclusive access to this easement shall be over and across the ingress and egress easement (the "ingress/egress easement") from Cassiano Road which Grantee has obtained over adjacent property. No vehicular access is granted from U.S. Highway 181 S, except during construction and/or when repairs are needed.
9. Storm water runoff and all construction activities must be in compliance with the Storm Water Pollution Prevention Plan ("SWPPP") requirements and any other applicable ordinances of the City of San Antonio.
10. Grantor has entered into an agricultural grazing lease, which covers the 14.80 acre tract of land, of which the Land is a part. Grantee will ensure that its use of the easement property will not adversely affect grazing use of the 14.80 acre tract. Should any of the grazing animals on the 14.08 acre lease die at a time that coincides with an unauthorized discharge from the treatment plant, then Grantor and Grantee will investigate and determine the cause of such animal death. If said investigation determines Grantee to be responsible, Grantee must comply immediately with all

# EXHIBIT A

Page 4 of 9

regulatory requirements pertaining to such occurrence and shall be responsible for all costs associated with the occurrence, including, without limitation, all costs for sampling, testing, investigation and remediation incurred by Grantor, Grantee or other regulatory agencies.

11. No open burning of any materials will be allowed at any time.

GRANTOR expressly covenants and agrees that Grantor will not plow, till, disturb the soil, or make changes to the grade of the Easement Property or further burden the Easement Property with additional easements or rights-of-way without prior written approval of Grantee, and that no building, structures, or trees of any kind will be placed on said Easement Property and the right of way herein granted.

GRANTOR grants to GRANTEE the right to remove from said Easement Property and properly dispose of trees and parts thereof, or other obstructions, which may interfere with exercise of the rights granted hereunder.

Upon completion of construction of the line(s) GRANTEE agrees to restore the surface of the Easement Property to as near its condition as existed immediately prior to any such construction as is reasonably practicable. GRANTEE may place line markers at appurtenances related to the line, including but not limited to manhole covers and valves.

Upon completion of the initial construction of the line(s), Grantee shall not enter upon the easement premises without prior notice to GRANTOR, except in the case of an emergency.

GRANTOR reserves the right to fully use and enjoy the Easement Property for so long as such uses and enjoyment do not interfere with and are not inconsistent with the easement and rights granted to GRANTEE.

It is understood and agreed that the consideration paid to GRANTOR for the execution of this Agreement includes compensation to GRANTOR for reasonable damages to GRANTOR'S land ordinarily incurred in the initial and non-negligent construction and installation of the line located on the easement; however, such payment shall not be deemed to be compensation for any actual damages resulting to the GRANTOR'S lands from any unreasonable, unauthorized or negligent use of the right-of-way by GRANTEE, including blowout, spillage of chemicals, or any other material, and GRANTEE agrees to pay GRANTOR reasonable compensation for any such damage resulting from unreasonable, unauthorized or negligent use. Further, GRANTEE agrees to pay all reasonable damages which are not ordinarily incurred in the construction, installation, and operation of the line and which are caused to said GRANTOR'S land and improvements outside the easements by reason of any installation, repair, replacement or removal of said line, as well as by any escaping materials coming from said line.

This agreement and the rights and privileges granted hereby, may be assigned or conveyed by GRANTEE, its successors and permitted assigns, in whole or in part, or in undivided interests, vesting in such assignee any and all rights, interests, and estates so assigned and leaving in



# EXHIBIT A

Page 5 of 9

GRANTEE, its successors or permitted assigns, all rights, interests and estates not assigned but reserved, and the same may be owned, exercised or operated, either jointly or separately. Such assignment or conveyance shall be done with Grantor's written consent, which shall not be unreasonably withheld. In the event of an assignment of all or a portion of the rights granted under this Agreement by GRANTEE, all terms and provisions of this Agreement shall be binding on any assignee.

This conveyance is made and accepted SUBJECT TO all easements, restrictions, covenants, conditions and other instruments of record in the Real Property Records of Bexar County, Texas which affect the land described herein (the "Permitted Exceptions"), but only to the extent that they are still in effect and relate to the land described herein. GRANTOR does hereby bind itself and its successors and assigns to warrant and forever defend all and singular the above described easements and rights unto said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming, or to claim, the same or any part thereof.

Signed to be effective this 23<sup>rd</sup> day of SEPTEMBER, 2016.

CITY OF SAN ANTONIO, TEXAS, ACTING  
BY AND THROUGH THE CITY PUBLIC  
SERVICE BOARD OF SAN ANTONIO, A  
MUNICIPAL BOARD OF THE CITY OF  
SAN ANTONIO

BY: 

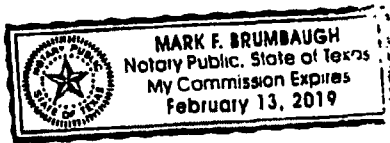
BLAKE WILLIAMS  
SENIOR DIRECTOR  
SUBSTATION AND TRANSMISSION  
ENGINEERING, CONSTRUCTION  
AND MAINTENANCE

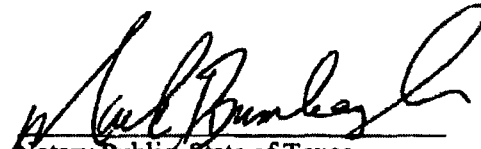
# EXHIBIT A

Page 6 of 9

STATE OF TEXAS       §  
                                  §  
COUNTY OF BEXAR   §

This instrument was acknowledged before me on this 23<sup>rd</sup> day of SEPTEMBER, 2016 by BLAKE WILLIAMS, SENIOR DIRECTOR, SUBSTATION AND TRANSMISSION ENGINEERING, CONSTRUCTION AND MAINTENANCE, on behalf of the CITY PUBLIC SERVICE BOARD of the CITY OF SAN ANTONIO, Texas.



  
Notary Public, State of Texas

After recording return to:

Austin Snell  
San Antonio River Authority  
P.O. Box 839980  
San Antonio, TX 78283-9980

# EXHIBIT A

Page 7 of 9

San Antonio River Authority – 15-0982 – 20ft Utility Easement – Page 1 of 1

State of Texas  
County of Bexar

Field notes for a 20-foot utility easement, out of a 14.80 acre tract of land, lying in the Jose De La Garza Grant Survey, Abstract No. 4, County Block 4008, Bexar County, Texas, as shown on the accompanying Plat of Survey prepared for the San Antonio River Authority, dated September 21, 2016

A 20-foot utility easement, out of a 14.80 acre tract of land, lying in the Jose De La Garza Grant Survey, Abstract No. 4, County Block 4008, Bexar County, Texas, described in instrument recorded in Book 5759, Page 57, of the Official Public Records of Bexar County, Texas, said easement being more particularly described by metes and bounds as follows:

Beginning at a point, lying on the Southwest right-of-way line of U.S. Highway No. 181, being the Easternmost corner of said 14.80 acre tract of land, and a common corner of a 78.18 acre tract of land described in instrument recorded in Book 6843, Page 737, of the Official Public Records of Bexar County, Texas, from which an original TxDOT monument bears North 59° 44' 22" West, 88.05 feet, said point of beginning being the Easternmost corner of this easement;

Thence South 58° 45' 59" West, 939.34 feet, along the Southeast line of said 14.80 acre tract of land being a common line of said 78.18 acre tract of land, to a point, being the Southernmost corner of this easement;

Thence across said 14.80 acre tract of land the following bearing and distances:

North 49° 29' 08" West, 244.41 feet, to a point,

North 57° 56' 17" West, 68.83 feet, to a point;

North 36° 15' 11" West, 51.92 feet, to a point, being the Westernmost corner of this easement,

North 53° 44' 49" East, 20.00 feet, to a point;

South 36° 15' 11" East, 48.08 feet, to a point;

South 57° 56' 17" East, 66.48 feet, to a point;

South 49° 29' 08" East, 231.43 feet, to a point, lying 20 feet from the Southeast line of said 14.80 acre tract of land, said point being an interior corner of this easement,

North 58° 45' 59" East, 913.99 feet, along a line 20 feet from and parallel to the Southeast line of said 14.80 acre tract of land, to a point, lying on the Southwest right-of-way line of U.S. Highway No. 181, being the Northeast line of said 14.80 acre tract of land, said point being the Northernmost corner of this easement;

Thence South 59° 46' 58" East, 22.77 feet, along the Southwest right-of-way line of U.S. Highway No. 181, being the Northeast line of said 14.80 acre tract of land, to the point of beginning;

Bearings recited in this description are determined from GNSS observation Texas Coordinate System, NAD 83, taken at time of survey

I, Walt F. Rakowitz, being a Registered Professional Land Surveyor, registered in the State of Texas, do hereby certify that the foregoing field notes for a 20-foot utility easement, on the accompanying Plat of Survey prepared for the San Antonio River Authority, dated September 21, 2016, were prepared from an actual survey done under my supervision and that to the best of my knowledge and belief they are a true and correct representation of said survey.

*Walt F. Rakowitz*

Walt F. Rakowitz - R.P.L.S. 6435  
Rakowitz Engineering and Surveying  
PO Box 172  
Pleasanton, Texas 78064  
830-281-4060



~~EXHIBIT B~~

EXHIBIT A

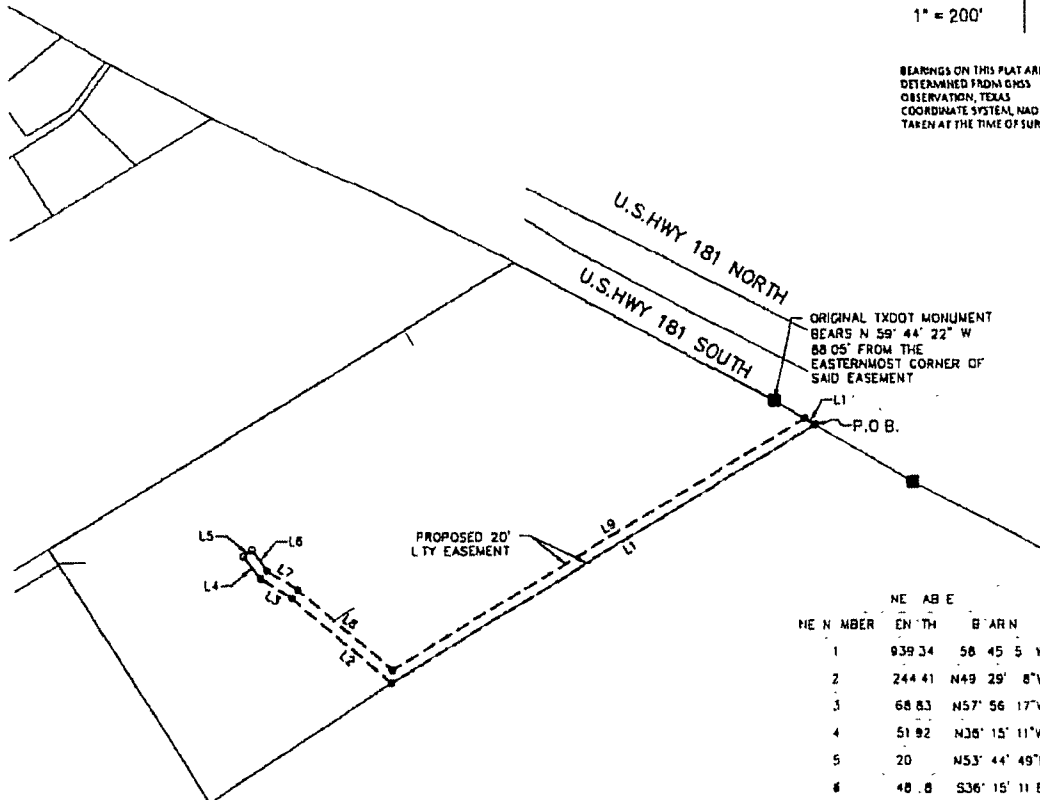
Page 8 of 9

PLAT OF SURVEY  
OF

A 20-FOOT UTILITY EASEMENT, OUT OF A 14.80 ACRE TRACT OF LAND, LYING IN THE JOSE DE LA  
GARZA GRANT SURVEY, ABSTRACT NO. 4, COUNTY BLOCK 4008,  
BEXAR COUNTY, TEXAS

1" = 200'

BEARINGS ON THIS PLAT ARE  
DETERMINED FROM GNSS  
OBSERVATION, TEXAS  
COORDINATE SYSTEM, NAD 83  
TAKEN AT THE TIME OF SURVEY



LINE NUMBER	NE	AB	E
1	939.34	58° 45' 5\"	W
2	244.41	N49° 29' 8\"	W
3	68.83	N57° 56' 17\"	W
4	51.92	N36° 15' 11\"	W
5	20	N53° 44' 49\"	E
6	48.8	S36° 15' 11\"	E
7	66.48	S57° 56' 17\"	E
8	231.43	S49° 29' 8\"	E
9	913.99	N58° 4' 59\"	E
L10	22.77	S59° 46' 58\"	E

Prepared for  
San Antonio River Authority

NOTE:  
SEE ATTACHMENT F, R  
EASEMENT DESCRIPTION

REFERENCES

DEED VOL 5759 PG 57 OPR

THIS SURVEY WAS DONE  
WITHOUT THE BENEFIT OF A  
TITLE COMMITMENT. VISIBLE  
ENCROACHMENTS ARE  
SHOWN.

I, Walt F. Rakowitz, being a Registered  
Professional Land Surveyor, registered in  
the State of Texas, do hereby certify that  
this plat was prepared from an actual  
survey done by me or under my direct  
supervision, and that to the best of my  
knowledge and belief it is a true and  
correct representation of said survey.



LEGEND

- Found TxDot monument
- To a point
- Adjacent
- Parent tract
- Proposed easement

**Rakowitz**  
ENGINEERING & SURVEYING

530.281 4084 PG 808 172 PLEASANTON, TX 75084

Date of survey: September 21, 2016  
Job No. 15-0982

RECORDER'S MEMORANDUM  
AT THE TIME OF RECORDATION, THIS  
INSTRUMENT WAS FOUND TO BE INADEQUATE  
FOR THE BEST PHOTOGRAPHIC REPRODUCTION  
BECAUSE OF ILLEGIBILITY, CARBON OR  
PHOTO COPY DISCOLORED PAPER ETC.

EXHIBIT A

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Doc# 20160189225 Fees: \$58.00  
09/26/2016 3:26PM # Pages 9  
Filed & Recorded in the Official  
Public Records of BEXAR COUNTY  
GERARD C. RICKHOFF COUNTY CLERK

Any provision herein which restricts the sale, or use of the described real  
property because of race is heretofore and unenforceable under Federal law  
STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was FILED in File Number Sequence on  
this date and at the time stamped hereon by me and was duly RECORDED  
in the Official Public Record of Real Property of Bexar County, Texas on:

SEP 26 2016



*Gerard C. Rickhoff*  
COUNTY CLERK BEXAR COUNTY, TEXAS