

RESOLUTION NO. 24-R-54

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS AUTHORIZING A TRAIL EASEMENT AGREEMENT WITH RIATA LAND ASSOCIATION OF HOMEOWNERS INC FOR A SEGMENT OF THE GREAT NORTHERN TRAIL.

WHEREAS, city staff has planned the Great Northern Trail to follow the high-line utility easement from Schertz Parkway north to the Cypress Point neighborhood; and

WHEREAS, city staff has identified easements needed across private property to create connections between existing trail sections and future trail sections; and

WHEREAS, city staff has determined a trail easement is needed across property owned by Riata Land Association of Homeowners Inc to build a connecting section of trail to the Cibolo Valley Baptist Church section and on to the FM 1103 pedestrian improvements.

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF SCHERTZ, TEXAS THAT:

Section 1. The City Council hereby authorizes a trail easement agreement with Riata Land Association of Homeowners Inc for a section of the Great Northern Trail (in attached Exhibit A.)

Section 2. The recitals contained in the preamble hereof are hereby found to be true, and such recitals are hereby made a part of this Resolution for all purposes and are adopted as a part of the judgment and findings of the City Council.

Section 3. All resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.

Section 4. This Resolution shall be construed and enforced in accordance with the laws of the State of Texas and the United States of America.

Section 5. If any provision of this Resolution or the application thereof to any person or circumstance shall be held to be invalid, the remainder of this Resolution and the application of such provision to other persons and circumstances shall nevertheless be valid, and the City Council hereby declares that this Resolution would have been enacted without such invalid provision.

Section 6. It is officially found, determined, and declared that the meeting at which this Resolution is adopted was open to the public and public notice of the time, place, and subject matter of the public business to be considered at such meeting, including this Resolution, was given, all as required by Chapter 551, Texas Government Code, as amended.

Section 7. This Resolution shall be in force and effect from and after its final passage, and it is so resolved.

PASSED AND ADOPTED, this _____ day of _____, 2024.

CITY OF SCHERTZ, TEXAS

Ralph Gutierrez, Mayor

ATTEST:

Sheila Edmondson, City Secretary

(CITY SEAL)

EXHIBIT A
TRAIL EASEMENT AGREEMENT

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.

TRAIL EASEMENT AGREEMENT

THE STATE OF TEXAS §
§ KNOW ALL PERSONS BY THESE PRESENTS:
COUNTY OF GUADALUPE §

THAT RIATA LAND ASSOCIATION OF HOMEOWNERS INC, a _____
_____ (the "Grantor"), for and in consideration of the sum of Ten and No/100 Dollars (\$10.00), the benefits which will accrue to the Grantor and to the public generally, and other good and valuable consideration to the Grantor paid by the **CITY OF SCHERTZ**, a Texas municipal corporation (the "Grantee"), the receipt and sufficiency of which are hereby acknowledged, has **GRANTED, SOLD, and CONVEYED** and by these presents does **GRANT, SELL, and CONVEY** unto the Grantee, its successors and assigns, subject to the terms hereof, a permanent easement and right-of-way upon, across, and beneath real property located in Guadalupe County, Texas, as more particularly described in Exhibit "A" attached hereto and incorporated herein for all purposes (the "Easement"), and being a 1.07-acre (46,438.22 square-foot) tract of land situated in the Rafael Garza Survey, abstract No. 138, City of Schertz, Guadalupe County, Texas, and being out of Lots 77, Block 1 as depicted on the final plat of Riata Unit 3B, recorded in Volume 7, Page 709, Map and Plat records of Guadalupe County, Texas (M.P.R.G.C.T.) (the "Premises").

The Easement is granted for the purpose of constructing, operating, maintaining, and repairing a trail (the "Trail"), together with free and unrestricted public pedestrian ingress and egress in, upon, and over the Easement.

The Easement herein granted is subject to the following terms, agreements, reservations, conditions, covenants, limitations, and exceptions:

- (1) The Easement herein granted shall be located across a 30-foot width strip of land per the attached Exhibit A and shall be perpetual until the execution and recordation in the Official Public Records of Guadalupe County, Texas, of an instrument by which the Grantee, or its successors or assigns, as applicable, abandons and releases the Easement.
- (2) Neither the Grantor nor any successor owner of the Premises shall disturb, or otherwise interfere with the continued use of the Trail, nor shall any such persons erect or permit the erection of any buildings, slabs, structures, or other improvement within the boundaries of the Easement, or which would otherwise interfere with the Trail's continued use and maintenance. With respect to any buildings, slabs, structures, or other improvements encroaching on the Easement as of the date of this Agreement, the Grantee shall have the right to remove such building, slab, structure, or improvement to allow for the construction, operation,

maintenance, or repair of the Trail. To the extent that construction of the Trail results in the removal of brush from the Easement, the Grantee shall arrange for the disposal of the brush at the Grantee's sole cost and expense. Grantor shall remain responsible for the maintenance of the unimproved portions of the Easement. Should Grantor fail to maintain the easement, Grantee shall have the right to do so if in the Grantee's sole judgement, the maintenance is required to safely use the Trail.

- (3) The Easement herein granted shall run with the land and be binding upon and inure to the benefit of the Grantor and the Grantee, and their respective successors, assigns, and legal representatives, and shall be binding upon all parties having or acquiring any right, title or interest in the Premises or any portion thereof.
- (4) Should it become necessary at any time subsequent to completion to the construction of the Trail for the Grantee to enter the Grantor's Premises for the purpose of maintaining, repairing, operation, or altering the Trail in any way, the Grantee shall, after each entry upon the Premises, leave the Premises substantially in the same condition that it was in prior to such entry to the full extent reasonably practicable. If any repair or replacement activities become necessary as a result of the acts, omissions, or negligence of the owner or owners of the Premises or any of their tenants, or any of such persons' respective agents, employees, licensees, or invitees, then such owner or owners shall be responsible for promptly performing, at their sole cost and expenses, all necessary repairs, and, if they fail to do so, the Grantee (or its successors or assigns, as applicable) shall be entitled to do so and to recover all reasonable costs therefore from the owner or owners (jointly and severally) of the Premises.
- (5) The Easement is further made subject to all validly existing easements, rights-of-way, conditions, restrictions, covenants, or outstanding mineral or royalty interests or reservations, of record, if any, in Guadalupe County, Texas as of the date hereof.
- (6) The Grantee may exercise its rights hereunder directly by its employees or by its contractors or any duly authorized agent.
- (7) Grantor further grants Grantee, during the initial construction of the trail, the temporary right to use a temporary work area ("Construction Easement") across, along, under, over, upon, and through that certain tract of land located adjacent to the Easement, as more particularly described in Exhibit "B" attached hereto.

TO HAVE AND TO HOLD said Easement together with all and singular the rights and appurtenances thereto anywise belonging unto the Grantee, its successors and assigns; and the Grantor does hereby bind itself, its successors and assigns, to specifically warrant and forever defend the Easement unto the Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through, or under the Grantor, but not otherwise, subject, however, to the matters set forth herein.

Executed to be effective as of _____, 2024 (the “Effective Date”).

[signatures and acknowledgements on the following pages]

This instrument has been executed as of the dates of the acknowledgments to be effective as of the Effective Date.

GRANTOR:

By: _____

Name: _____

Title: _____

THE STATE OF TEXAS §

§

COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2024 by _____, as _____ of _____, on behalf of such _____.

(SEAL)

Notary Public in and for
The State of _____

My Commission Expires: _____

GRANTEE:

CITY OF SCHERTZ

Steve Williams
City Manager, City of Schertz

THE STATE OF TEXAS §
 §
COUNTY OF GUADALUPE §

This instrument was acknowledged before me on the ____ day of _____, 2024 by Steve Williams, as City Manager of the City of Schertz, on behalf of such City.

(SEAL)

Notary Public in and for
The State of Texas

My Commission Expires: _____

EXHIBIT A

Trail Easement



UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

February 23, 2024

Job No. 23-209-S

Exhibit "A"

Page 1 of 2

DESCRIPTION OF A 30 FEET WIDE ACCESS EASEMENT

BEING A 1.07-ACRE (46,438.22 SQUARE-FOOT) TRACT OF LAND SITUATED IN THE RAFAEL GARZA SURVEY, ABSTRACT NO. 138, CITY OF SCHERTZ, GUADALUPE COUNTY, TEXAS, AND BEING OUT OF LOT 77, BLOCK 1 AS DEPICTED ON THE FINAL PLAT OF RIATA UNIT 3B, RECORDED IN VOLUME 7, PAGE 709, MAP AND PLAT RECORDS OF GUADALUPE COUNTY, TEXAS (M.P.R.G.C.T.). SAID 1.07-ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING FOR REFERENCE at a ½-inch iron rod with a plastic cap stamped "CORWIN" found for the common south corner of Lot 57 and Lot 58, Block 1, said Riata Unit 3B, and for a corner of said Lot 77;

THENCE North 53° 04' 00" East (North 53° 03' 40" East) departing from Lot 58 and with the common line of said Lots 57 and 77, a distance of 99.22 (99.22) feet to a point found for the common east corner of said Lots 57 and 77, and being located in the common line of said Riata 3B subdivision and Lot 1, Cibolo Valley Baptist Church depicted on the Final Subdivision Plat recorded in Volume 2398, Page 694, Official Public Records of Guadalupe County (O.P.R.G.C.T.). For reference, a ½-inch iron rod with a plastic cap stamped "CORWIN" bears North 62° 55' 50" East, a distance of 1.52 feet;

THENCE South 30° 38' 12" East (South 30° 38' 32" East) departing from said Lot 57 and with common line of said Lot 77 and said Lot 1, a distance of 11.42 feet to a ½-inch iron rod with an orange plastic cap stamped "UNINTECH" (hereinafter referred to as "with cap") set for the most northerly corner of the herein described tract and for the **POINT OF BEGINNING**;

THENCE South 30° 38' 12" East (South 30° 38' 32" East) continuing with the common line of said Lot 77 and said Lot 1, a distance of 30.13 feet to a ½-inch iron rod with cap set for the most easterly corner of the herein described tract;

THENCE South 54° 07' 22" West departing from said Lot 1, a distance of 415.84 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE South 51° 57' 02" West, a distance of 253.92 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE South 59° 57' 20" West, a distance of 203.87 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE South 49° 05' 30" West, a distance of 125.20 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE South 63° 45' 40" West, a distance of 147.42 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;



February 23, 2024
Job No. 23-209-S
Exhibit "A"

**DESCRIPTION OF A
30 FEET WIDE ACCESS EASEMENT
(CONT.)**

THENCE South $01^{\circ} 12' 04''$ West, a distance of 169.09 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE South $22^{\circ} 44' 37''$ West, a distance of 82.47 feet to a ½-inch iron rod with cap set for a corner of the herein described tract, and being located in the most southerly south line of said Lot 77, same being the most westerly northwest line of Riata Unit 4A as depicted on the Final Plat recorded in Volume 8, Page 156, M.P.R.G.C.T., and the existing north right-of-way (R.O.W.) line of Winding Trail (called 50 feet wide) as depicted on the Final Plat of said Riata Unit 4A;

THENCE South $59^{\circ} 20' 22''$ West with the common line of said Lot 77 and said Riata Unit 4A, same being the existing north R.O.W. line of said Winding Trail, a distance of 64.74 feet to an "X" chiseled in concrete for the most southerly southwest corner of the herein described tract and for the common west corner of said Lot 77 and said Riata Unit 4A, and being located in the intersection of the existing north R.O.W. line of said Winding Trail with the existing east R.O.W. line of Fairlawn Avenue (width varies) as depicted on the Final Plat of said Riata Unit 4A;

THENCE North $30^{\circ} 39' 38''$ West departing from said Riata Unit 4A and from said Winding Trail, and with the west line of said Lot 77, same being the existing R.O.W. line of said Fairlawn Avenue, a distance of 15.00 feet to a ½-inch iron rod with cap set for the most westerly southwest corner of the herein described tract;

THENCE North $59^{\circ} 20' 22''$ East departing from said Fairlawn Avenue, a distance of 34.62 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE North $22^{\circ} 44' 37''$ East, a distance of 92.01 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE North $01^{\circ} 12' 04''$ East, a distance of 95.91 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE South $53^{\circ} 04' 00''$ West, a distance of 92.76 feet to a ½-inch iron rod with cap set for a corner of the herein described tract and being located in the west line of said Lot 77, and in a non-tangent curve for the existing northeast R.O.W. line of said Fairlawn Avenue;

THENCE in a northwesterly direction with the existing northeast R.O.W. line of said Fairlawn Avenue and with said non-tangent curve that concaves to the west having a radius of 97.50 feet, through a central angle of $17^{\circ} 56' 07''$, an arc distance of 30.52 feet (chord bears North $46^{\circ} 08' 18''$ West, a distance of 30.40 feet) to a ½-inch iron rod with a yellow plastic cap stamped "CORWIN" found for the most westerly northwest corner of the herein described tract and for the most westerly common corner of said Lot 77 and Lot 76, Block 1 as depicted on the Final Plat of Riata Unit 3, recorded in Volume 7, Page 478, M.P.R.G.C.T.;



UNINTECH CONSULTING ENGINEERS, INC.

STRUCTURAL • CIVIL • SURVEYING

February 23, 2024
Job No. 23-209-S
Exhibit "A"

DESCRIPTION OF A 30 FEET WIDE ACCESS EASEMENT (CONT.)

THENCE North 53° 04' 09" East departing from said Fairlawn Avenue and with the common line of said Lot 76 and Lot 77, at a distance of 56.30 feet pass a ½-inch iron rod with a yellow plastic cap stamped "CORWIN" found for a corner of said Lot 77 and for the southwest corner of said Lot 76 and , continuing for a total distance of 121.17 feet to a ½-iron rod with cap set for a corner of the herein described tract;

THENCE North 01° 12' 04" East, a distance of 47.56 feet to a ½-inch iron rod with cap set for the most northerly northwest corner of the herein described tract. For reference, a ½-inch iron rod with a yellow plastic cap stamped "STE" found for the common south corner of Lots 74 and 75, said Riata Unit 3B, and for a corner of said Lot 77 bears North 50° 07' 12" West, a distance of 42.43 feet;

THENCE North 63° 45' 40" East, a distance of 161.78 feet to a calculated point for a corner of the herein described tract;

THENCE North 49° 05' 30" East, a distance of 124.19 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE North 59° 57' 20" East, a distance of 204.62 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE North 51° 57' 02" East, a distance of 252.95 feet to a ½-inch iron rod with cap set for a corner of the herein described tract;

THENCE North 54° 07' 32" East, a distance of 418.60 feet to the **POINT OF BEGINNING** and containing 1.07 acres (46,438.22 square feet) of land.

Notes:

An exhibit of even date was prepared in conjunction with this property description.

All bearings and distances listed in parentheses denote record data recorded on relevant subdivision plat/parent tract deed.

Bearings are based on the Texas State Plane Coordinate System, South Central Zone (4204), North American Datum 83, as obtained by GPS observations and referenced to the Trimble VRS Network. Distances shown hereon are grid values in feet and may be converted to surface by multiplying the values by a conversion factor of 1.00015.

Daniel B. Davis, R.P.L.S. No. 6195



EXHIBIT B

Easement Exhibit Plat

