

**RESOLUTION NO. 25-R-049**

**A RESOLUTION AUTHORIZING EASEMENT AGREEMENTS IN CONJUNCTION WITH UTILITY RELOCATIONS REQUIRED BY THE IH 35 NEX PROJECT.**

**WHEREAS**, the Texas Department of Transportation (TxDOT) is undertaking the Interstate Highway 35 North East Expansion (IH 35 NEX) Project and has acquired additional right of way for the widening of the highway; and

**WHEREAS**, water and sewer mains of the City of Schertz, Texas, (City) are located in conflict with the planned TxDOT improvements to IH 35; and

**WHEREAS**, the City sewer lines are currently located within easements that are now being encroached on by the TxDOT project; and

**WHEREAS**, the City has identified five (5) parcels where new easements are necessary; and

**WHEREAS**, the total appraised value is approximately \$110,000 for all of the easements combined, but no individual easement amount exceeds \$50,000; and

**WHEREAS**, the State of Texas will pay to the City of Schertz the costs incurred in the adjustment, removal, and relocation of utilities, including necessary site and easement purchase; and

**WHEREAS**, City Staff has recommended that the City acquire and execute new easements for the relocation of utilities along Interstate Highway 35.

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

Section 1. The City Council hereby authorizes the purchasing of five (5) easements located along IH 35 and authorizes the City Manager to execute the necessary documents substantially in the form set forth as Exhibit A - Wastewater Easement Agreement for parcels shown as Exhibits B through F.

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resolutions, or parts thereof, which are in conflict or inconsistent with any provision of this Resolution are hereby repealed to the extent of such conflict, and the provisions of this Resolution shall be and remain controlling as to the matters resolved herein.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 \_\_\_\_\_, 2025.

CITY OF SCHERTZ, TEXAS

\_\_\_\_\_  
Ralph Gutierrez, Mayor

ATTEST:

\_\_\_\_\_  
Sheila Edmondson, City Secretary

**EXHIBIT A**

**CITY STANDARD WASTEWATER 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 THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**WASTEWATER EASEMENT AGREEMENT**

THE STATE OF TEXAS     §  
  §  
COUNTY OF \_\_\_\_\_ §

**GRANT OF EASEMENT:**

\_\_\_\_\_ (**NAME OF GRANTOR AND ADDRESS INCLUDING COUNTY**) (“Grantor”), for the sum of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and confessed, does hereby grant, sell and convey unto **THE CITY OF SCHERTZ, TEXAS**, a Texas home-rule city, with offices located at 1400 Schertz Parkway, Schertz, Texas 78154 (“Grantee”), an easement and right-of-way (“Easement”) upon and across the property of Grantor which is more particularly described on **Exhibit ”A”**, attached hereto and incorporated herein by reference (“Easement Tract”),

TO HAVE AND TO HOLD the same perpetually to Grantee and its successors and assigns, together with the rights, and privileges and on the terms and conditions set forth below; and Grantor, subject to the Exceptions, to Warranty, does hereby covenant and agree to **WARRANT AND FOREVER DEFEND** title to the Easement herein granted, unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

**Terms and Conditions:** The following terms and conditions apply to the Easement granted by this agreement:

1. *Definitions.* For the purposes of this grant of Easement certain terms shall have the meanings that follow:
  - (a) “Holder” shall mean Grantee and Grantee's heirs, successors and assigns who at any time own any interest in the conveyance is subject to the terms of this agreement.
  - (b) “Public Utility” shall mean wastewater facilities.
2. *Character of Easement.* The Easement granted herein is "in gross," in that there is no "Benefitted Property." Nevertheless, the Easement rights herein granted shall pass to Grantee's successors and assigns, subject to all of the Terms hereof. The

Easement rights of use granted herein are nonexclusive and irrevocable. The Easement is for the benefit of Holder.

3. *Purpose of Easement.* The Easement shall be used for public utility purposes, including placement, construction, installation, replacement, repair, maintenance, relocation, removal, and operation of public utility facilities and related appurtenances, or making connections thereto. The Easement shall also be used for the purpose of providing access for the operation, repair, maintenance, replacement and expansion of the public utility facilities and related appurtenances.
4. *Term.* Easement shall be in perpetuity unless relinquished or abandoned by ordinance or resolution by Grantee.
5. *Reservation of Rights.* Holder's right to use the Easement Property is nonexclusive, and Grantor and Grantor's heirs, successors, and assigns retain the right to use all or part of the Easement Property in conjunction with Holder as long as such use by Grantor and Grantor's heirs, successors, and assigns does not (i) interfere with the use of the Easement Property by Holder for the Easement Purpose, nor (ii) may Grantor construct any building, structure or obstruction on the Easement Property. The right to convey to others the right to use all or part of the Easement Property in conjunction with Holder, as long as such further conveyance is subject to the terms of this agreement. Written approval of Holder must be obtained prior to any use or improvement of Easement Property.
6. *Secondary Easement.* Holder has the right (the "Secondary Easement") to use the surface of the 20-foot wide area adjacent to the Easement Property, to assist in the initial installation and as may be reasonably necessary to maintain, repair, and replace the Facilities within the Easement Property of the Facilities within the Easement Property. However, Holder must promptly restore the area of the Temporary Construction Easement to its previous physical condition if changed by use of the rights granted by this Secondary Easement.
7. *Improvement and Maintenance of Easement Property.* Subject to the provisions of Section 8., immediately below, improvement and maintenance of the Easement Property and the Facilities will be at the sole expense of Holder. Holder has the right to eliminate any encroachments into the Easement Property. Holder has the right to construct, install, maintain, replace, and remove the Facilities under or across any portion of the Easement Property. All matters concerning the Facilities and their configuration, construction, installation, maintenance, replacement, and removal are at Holder's sole discretion, subject to performance of Holder's obligations under this agreement. Holder has the right to remove or relocate any fences or other encroachments within the Easement Property or along or near its boundary lines if reasonably necessary to construct, install, maintain, replace, or remove the Facilities. Holder will also replace to their original condition any landscaping, driveways or parking areas that were in existence prior to the granting of the Easement Property and are damaged in connection with the work.

8. *Maintenance of Surface Easement Property/Permitted Improvements.* Notwithstanding any contrary provision, Grantor shall retain the obligation to maintain the surface of the Easement Property, including the obligation to regularly mow or cut back vegetation and to keep the surface of the Easement Property free of litter, debris, or trash. Any permitted improvement made by Grantor must comply with applicable ordinances, development codes and engineering guidelines of the City of Schertz, and must not conflict with use of the easement for its intended purpose as described herein.
9. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
10. *Attorney's Fees.* If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorney's fees and court and other costs.
11. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns.
12. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the county or counties in which the Easement Property is located.
13. *Counterparts.* This agreement may be executed in any number of counterparts with the same effect as if all signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.
14. *Waiver of Default.* It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.
15. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.

16. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
17. *Exceptions to Warranty.* This grant is subject to any and all encumbrances and easements of record, to the extent the same are valid and enforceable.
18. *Legal Construction.* Any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
19. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.
20. *Recitals/Exhibits.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement. All exhibits referenced herein are attached hereto and incorporated by reference herein for all purposes.
21. *Entire Agreement.* This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representation or modification concerning this instrument shall be of no force and effect except for any subsequent modification in writing, signed by the party to be charged.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**GRANTOR:**

\_\_\_\_\_  
(Grantor's Name)

By: \_\_\_\_\_  
(Grantor's Signature)

THE STATE OF TEXAS    §  
                                  §  
COUNTY OF \_\_\_\_\_ §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by \_\_\_\_\_, an individual residing in \_\_\_\_\_ County, Texas.

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

(seal)

**GRANTEE:**

**AGREED AND ACCEPTED:**

**CITY OF SCHERTZ, TEXAS,**  
a Texas home-rule municipality

By: \_\_\_\_\_  
Steve Williams, City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF GUADALUPE       §

This instrument was acknowledged before me on \_\_\_\_\_, 20\_\_, by Dr. Mark Browne, City Manager of the City of Schertz, Texas, a Texas home-rule municipality, on behalf of said municipality.

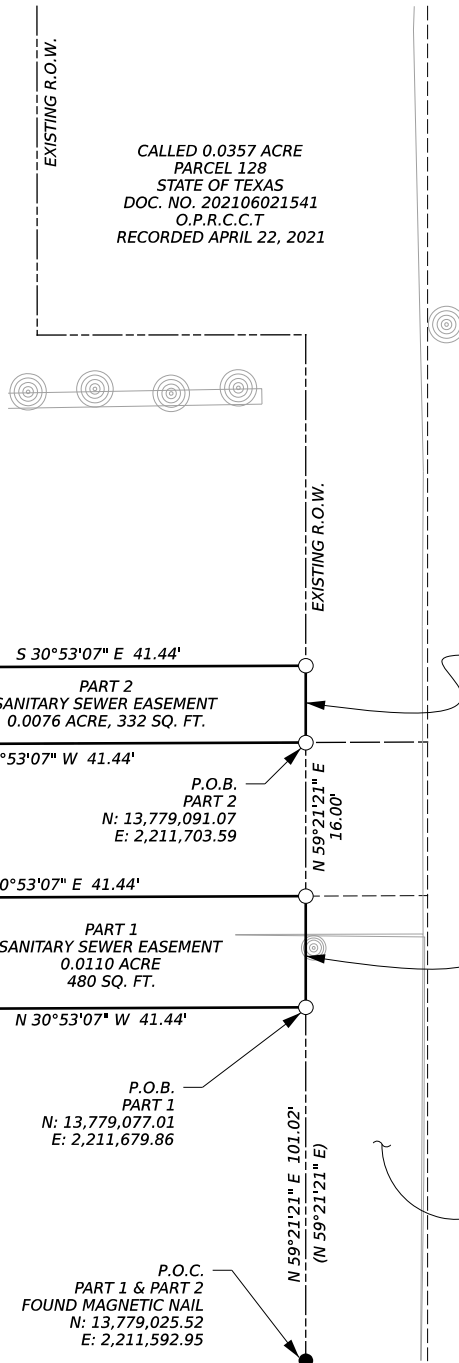
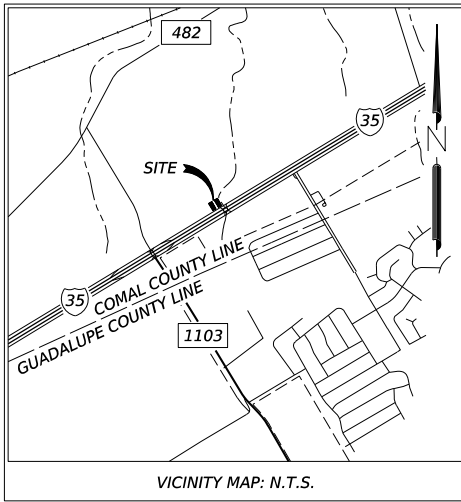
\_\_\_\_\_  
Notary Public Signature

(seal)

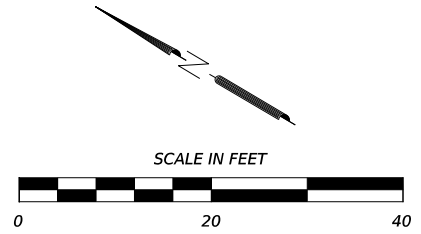
**EXHIBIT B**

**PARCEL 3**

"EXHIBIT A"



CALLED 0.0357 ACRE  
PARCEL 128  
STATE OF TEXAS  
DOC. NO. 202106021541  
O.P.R.C.C.T.  
RECORDED APRIL 22, 2021



RAFAEL GARZA SURVEY  
SECTION NUMBER 98  
ABSTRACT NUMBER 175

CALLED 20 ACRES  
35 SCHERTZ, LLC  
DOC. NO. 201606044069  
O.P.R.C.C.T.  
RECORDED NOVEMBER 18, 2016

CALLED PART A  
16' SANITARY SEWER EASEMENT  
CITY OF SCHERTZ  
DOC. NO. 200906041347  
O.P.R.C.C.T.  
RECORDED  
NOVEMBER 25, 2009

SCHERTZ 35, LLC  
DOC. NO. 200806000649  
O.P.R.C.C.T.  
RECORDED JANUARY 07, 2008

P.O.B.  
PART 1  
N: 13,779,077.01  
E: 2,211,679.86

P.O.C.  
PART 1 & PART 2  
FOUND MAGNETIC NAIL  
N: 13,779,025.52  
E: 2,211,592.95

CALLED 0.1286 ACRE  
PARCEL 125  
STATE OF TEXAS  
DOC. NO. 202106030671  
O.P.R.C.C.T.  
RECORDED  
JUNE 8, 2021

INTERSTATE HIGHWAY 35  
VARIABLE WIDTH R.O.W.  
NO RECORDING INFORMATION FOUND

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - HISTORIC RIGHT OF WAY PARCEL LINE
- FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT"
- ▲ CALCULATED POINT
- ▲ R.O.W. RIGHT OF WAY
- O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00017. UNIT OF MEASURE IS US SURVEY FEET.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE\_TXSE.
4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT PLAT.
5. ABSTRACTING COMPLETED APRIL 26, 2024.
6. FIELD SURVEYS COMPLETED APRIL 10, 2024.

PRELIMINARY

**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.  
Release date: 05/03/2024  
Amanda M. Jonas  
RPLS No. 7010  
FOR REVIEW & COMMENT

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

AMANDA M. JONAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
TEXAS REGISTRATION NO. 7010

DATE

CITY OF SCHERTZ TEXAS  
ENGINEERING AND PUBLIC WORKS



100 NE INTERSTATE 410 LOOP  
SUITE 701  
SAN ANTONIO, TEXAS 78216  
TEL (210) 798-1895  
FAX (210) 798-1898  
TFPELS FIRM #10029607



4615 Northwest Loop 410  
San Antonio, TX 78229  
210.615.1110

0.0186 ACRE  
SANITARY SEWER EASEMENT

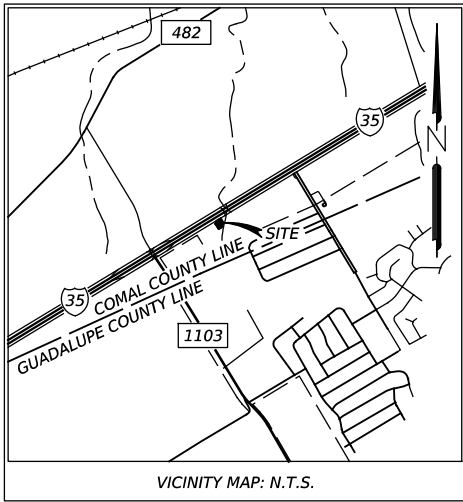
SHEET 3 OF 3

FED. ROAD DIV. NO. 6	FEDERAL AID PROJECT NO.	HIGHWAY NO. IH 35
STATE TEXAS	DIST. 16	COUNTY COMAL
C.S.J.	0016	05 111

**EXHIBIT C**

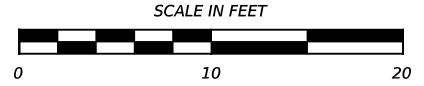
**PARCEL 4**

"EXHIBIT A"



VICINITY MAP: N.T.S.

CALLED 0.2980 ACRE  
PARCEL 129  
STATE OF TEXAS  
DOC. NO. 202206005289  
O.P.R.C.C.T.  
RECORDED FEBRUARY 2, 2022



**RAFAEL GARZA SURVEY  
SECTION NUMBER 98  
ABSTRACT NUMBER 175**

STATE OF TEXAS  
NO RECORDING  
INFORMATION FOUND

INTERSTATE HIGHWAY 35  
VARIABLE WIDTH R.O.W.  
NO RECORDING INFORMATION FOUND

CALLED 0.0357 ACRE  
PARCEL 128  
STATE OF TEXAS  
DOC. NO. 202106021541  
O.P.R.C.C.T.  
RECORDED  
APRIL 22, 2021

EXISTING R.O.W.  
(S 59°13'32" W)

CALLED 0.707 ACRE  
35 INVESTMENTS, LTD  
DOC. NO. 200606006391  
O.P.R.C.C.T.  
RECORDED FEBRUARY 15, 2006

SANITARY SEWER EASEMENT  
0.0074 ACRE  
325 SQ. FT.

P.O.B.  
N: 13,778,793.61  
E: 2,211,836.11

S 30°51'03" E 20.00'  
(N 30°51'03" W 20.00')

P.O.C.  
TYPE 2 ROW MONUMENT FOUND  
N: 13,778,782.12  
E: 2,211,855.89

CALLLED PART A  
16' SANITARY SEWER EASEMENT  
CITY OF SCHERTZ  
DOC. NO. 200906041347  
O.P.R.C.C.T.  
RECORDED  
NOVEMBER 25, 2009

CALLLED 130' CHANNEL EASEMENT  
VOL. 5, PG. 128  
O.P.R.C.C.T.  
RECORDED  
SEPTEMBER 20, 1976

CALLLED 0.119 ACRE  
GREEN SIDE INVESTMENTS GROUP, INC.  
DOC. NO. 200106009338  
O.P.R.C.C.T.  
RECORDED MARCH 19, 2001

CALLLED 80.4996 ACRE  
TRACT ONE  
NOLLY CARIBBEAN PROPERTIES, LLC  
DOC. NO. 201706029109  
O.P.R.C.C.T.  
RECORDED JUNE 15, 2017

**LEGEND**

- — — — — EXISTING RIGHT OF WAY
- — — — — PROPERTY LINE
- — — — — EXISTING EASEMENT LINE
- — — — — HISTORIC RIGHT OF WAY PARCEL LINE
- FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT"
- ▲ CALCULATED POINT
- ▲ R.O.W. RIGHT OF WAY
- O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

**NOTES:**

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00017. UNIT OF MEASURE IS US SURVEY FEET.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE\_TXSE.
4. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS EASEMENT PLAT.
5. ABSTRACTING COMPLETED APRIL 26, 2024.
6. FIELD SURVEYS COMPLETED APRIL 10, 2024.

PRELIMINARY  
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.  
Release date: 05/03/2024  
Amanda M. Jonas  
RPLS No. 7010  
FOR REVIEW & COMMENT

THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

AMANDA M. JONAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
TEXAS REGISTRATION NO. 7010

**CITY OF SCHERTZ TEXAS**  
ENGINEERING AND PUBLIC WORKS



100 NE INTERSTATE 410 LOOP  
SUITE 701  
SAN ANTONIO, TEXAS 78216  
TEL (210) 798-1895  
FAX (210) 798-1898  
TBPELS FIRM #10029807



4615 Northwest Loop 410  
San Antonio, TX 78229  
© 2024 210.615.1110

**0.0074 ACRE  
SANITARY SEWER EASEMENT**

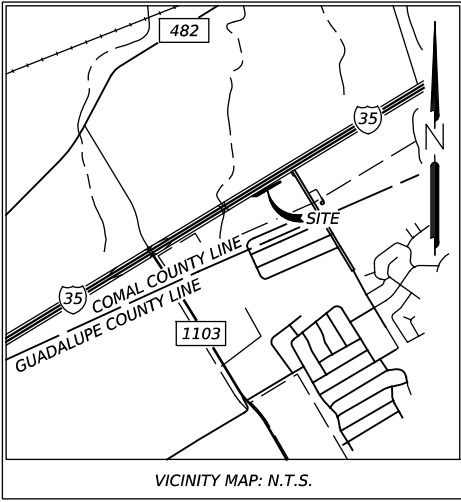
SHEET 3 OF 3

FED. ROAD DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6		IH 35
STATE	DIST.	COUNTY
TEXAS	16	COMAL
C.S.J.	0016	05 111

**EXHIBIT D**

**PARCEL 5**

"EXHIBIT A"

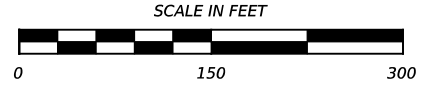


CALLED 0.1318 ACRE  
PARCEL 130  
STATE OF TEXAS  
DOC. NO.  
202106007389  
O.P.R.C.C.T  
RECORDED  
FEBRUARY 02, 2021

S 83°57'40" E  
33.47'  
(N 83°30'41" W)

P.O.B.  
FOUND CONCRETE  
MONUMENT WITH  
ALUMINUM CAP  
N: 13,779,298.26  
E: 2,212,686.42

CALLED 0.0342 ACRE  
TRACT 2  
THE PURPOSE CHURCH  
DOC. NO. 202206042907  
O.P.R.C.C.T.  
RECORDED  
SEPTEMBER 28, 2022



RAFAEL GARZA SURVEY  
SECTION NUMBER 98  
ABSTRACT NUMBER 175

CALLED 0.2980 ACRE  
PARCEL 129  
STATE OF TEXAS  
DOC. NO. 202206005289  
O.P.R.C.C.T  
RECORDED FEBRUARY 2, 2022

INTERSTATE HIGHWAY 35  
VARIABLE WIDTH R.O.W.  
NO RECORDING INFORMATION FOUND

N 59°20'33" E 772.10'  
(N 59°21'14" E)

S 59°20'33" W 823.42'

CALLED 80.4996 ACRE  
TRACT ONE  
NOLLY CARIBBEAN PROPERTIES, LLC  
DOC. NO. 201706029109  
O.P.R.C.C.T.  
RECORDED JUNE 15, 2017

SANITARY SEWER  
EASEMENT  
0.3663 ACRE  
15,955 SQ. FT.

CALLED 16' SANITARY EASEMENT  
VOL. 5, PG. 128  
O.P.R.C.C.T  
RECORDED  
SEPTEMBER 20, 1976

CALLED 130' CHANNEL EASEMENT  
VOL. 5, PG. 128  
O.P.R.C.C.T  
RECORDED  
SEPTEMBER 20, 1976

N 20°06'14" E  
31.62'

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- EXISTING EASEMENT LINE
- HISTORIC RIGHT OF WAY PARCEL LINE
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- SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT"
- ▲ CALCULATED POINT
- R.O.W. RIGHT OF WAY
- O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

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purpose and shall not be  
used or viewed or relied upon  
as a final survey document.  
Release date: 05/03/2024  
Amanda M. Jonas  
RPLS No. 7010  
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AMANDA M. JONAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
TEXAS REGISTRATION NO. 7010

CITY OF SCHERTZ TEXAS  
ENGINEERING AND PUBLIC WORKS



100 NE INTERSTATE 410 LOOP  
SUITE 701  
SAN ANTONIO, TEXAS 78216  
TEL (210) 798-1895  
FAX (210) 798-1898  
TBPELS FIRM #10029607



4615 Northwest Loop 410  
San Antonio, TX 78229  
© 2024 210.615.1110

0.3663 ACRE  
SANITARY SEWER EASEMENT

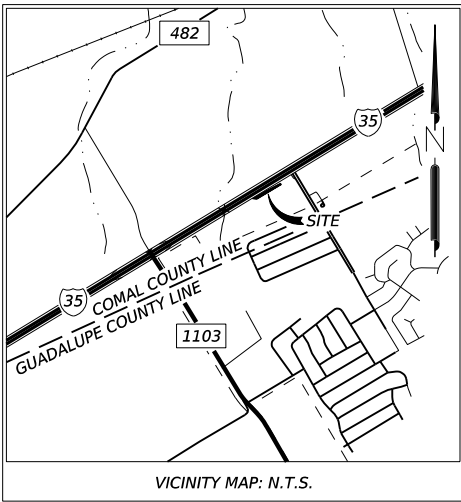
SHEET 3 OF 3

FED. ROAD DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6		IH 35
STATE	DIST.	COUNTY
TEXAS	16	COMAL
C.S.J.	0016	05 111

**EXHIBIT E**

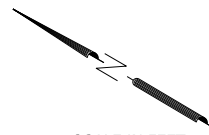
**PARCEL 6**

"EXHIBIT A"



VARIABLE WIDTH UTILITY EASEMENT  
THE CITY OF SCHERTZ  
DOC. NO. 201806029103  
O.P.R.C.C.T.  
RECORDED JULY 26, 2018

MATCHLINE



SCALE IN FEET  
8 1/2" x 11"



RAFAEL GARZA SURVEY  
ABSTRACT NUMBER 175

16' SANITARY SEWER EASEMENT  
GUADCO MUNICIPAL UTILITY DISTRICTS  
NO. 1 AND NO. 2  
VOL. 522, PG. 777  
O.P.R.C.C.T.  
RECORDED AUGUST 8, 1986

CALLED 4.626 ACRES  
TRACT 1  
THE PURPOSE CHURCH  
DOC. NO. 202206042907  
O.P.R.C.C.T.  
RECORDED SEPTEMBER 28, 2022

CALLED 80.4996 ACRE  
TRACT ONE  
NOLLY CARIBBEAN PROPERTIES, LLC  
DOC. NO. 201706029109  
O.P.R.C.C.T.  
RECORDED JUNE 15, 2017

CALLED 0.1318 ACRE  
PARCEL 130  
STATE OF TEXAS  
DOC. NO. 202106007389  
O.P.R.C.C.T.  
RECORDED FEBRUARY 02, 2021

PARCEL 6  
SANITARY SEWER EASEMENT  
0.1162 ACRE  
5,061 SQ. FT.

CALLED 0.0342 ACRE  
TRACT 2  
THE PURPOSE CHURCH  
DOC. NO. 202206042907  
O.P.R.C.C.T.  
RECORDED SEPTEMBER 28, 2022

PARENT TRACT INSET  
N.T.S.

INTERSTATE HIGHWAY 35  
VARIABLE WIDTH R.O.W.

CALLED 0.005 ACRE  
VARIABLE WIDTH UTILITY EASEMENT  
THE CITY OF SCHERTZ, TEXAS  
DOC. NO. 201806029104  
O.P.R.C.C.T.  
RECORDED JULY 26, 2018

CALLED 0.013 ACRE  
VARIABLE WIDTH UTILITY EASEMENT  
THE CITY OF SCHERTZ, TEXAS  
DOC. NO. 202206006619  
O.P.R.C.C.T.  
RECORDED FEBRUARY 10, 2022

P.O.B.  
N: 13,779,294.31  
E: 2,212,718.42

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - HISTORIC RIGHT OF WAY PARCEL LINE
- FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED \*HALFF ESMT\*
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
2. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING THE PROJECT SURFACE ADJUSTMENT FACTOR OF 1.00017.
3. ALL HORIZONTAL VALUES WERE DERIVED AND VERIFIED BY GPS (RTK) OBSERVATION USING THE TXDOT VRS NETWORK, TXDOT RRP STATION GUADALUPE\_TXSE.
4. ALL MEASUREMENTS ARE IN US SURVEY FEET.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. ABSTRACTING COMPLETED JULY 10, 2024.
7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.

PRELIMINARY  
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.  
Release date: 11/15/2024  
Amanda M. Jonas  
RPLS No. 7010  
FOR REVIEW & COMMENT

COMMITMENT FOR TITLE INSURANCE PREPARED BY ALAMO TITLE INSURANCE, GF. NO. SAT-0-4000082401327, EFFECTIVE DATE OF JUNE 9, 2024 AND ISSUED ON JUNE 17, 2024

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

AMANDA M. JONAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
TEXAS REGISTRATION NO. 7010

NO.	REVISION	BY	DATE
1	EASEMENT EXPANSION	AJ	11/15/2024

CITY OF SCHERTZ TEXAS  
ENGINEERING AND PUBLIC WORKS



100 NE INTERSTATE 410 LOOP  
SUITE 701  
SAN ANTONIO, TEXAS 78216  
TEL (210) 798-1895  
FAX (210) 798-1898  
TBPELS FIRM #10029607



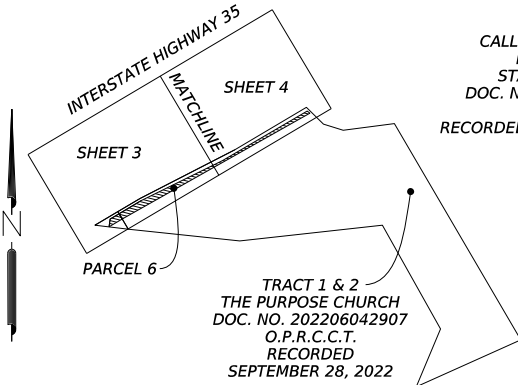
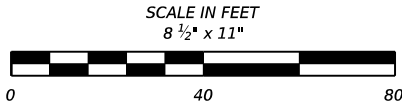
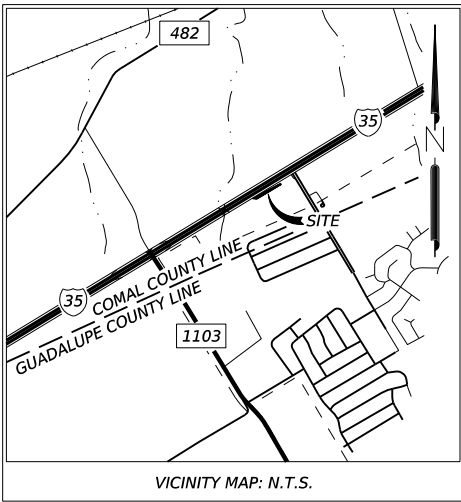
4615 Northwest Loop 410  
San Antonio, TX 78229  
210.615.1110

PARCEL 6

PAGE 3 OF 4

FED. ROAD DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6		IH 35
STATE	DIST.	COUNTY
TEXAS	16	COMAL
C.C.S.J.	0016	05 111
R.C.S.J.	0016	06 115

"EXHIBIT A"



PARENT TRACT INSET  
N.T.S.

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - HISTORIC RIGHT OF WAY PARCEL LINE
- FOUND 1/2-INCH IRON ROD (UNLESS NOTED)
- SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED "HALFF ESMT"
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT OF WAY
- O.P.R.C.C.T. OFFICAL PUBLIC RECORDS, COMAL COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
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4. ALL MEASUREMENTS ARE IN US SURVEY FEET.
5. A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PLAT.
6. ABSTRACTING COMPLETED JULY 10, 2024.
7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.

INTERSTATE HIGHWAY 35  
VARIABLE WIDTH R.O.W.

VARIABLE WIDTH  
UTILITY EASEMENT  
THE CITY OF SCHERTZ  
DOC. NO. 201806029103  
O.P.R.C.C.T.  
RECORDED JULY 26,  
2018

CALLED 0.1318 ACRE  
PARCEL 130  
STATE OF TEXAS  
DOC. NO. 202106007389  
O.P.R.C.C.T.  
RECORDED FEBRUARY 02, 2021

CALLED 0.813 ACRES  
THE FAIRWAYS AT SCENIC HILLS  
HOMEOWNERS ASSOCIATION  
DOC. NO. 200406046291  
O.P.R.C.C.T.  
RECORDED DECEMBER 09, 2004

VARIABLE WIDTH  
UTILITY EASEMENT  
THE CITY OF SCHERTZ  
DOC. NO. 201806029103  
O.P.R.C.C.T.  
RECORDED JULY 26,  
2018

PARCEL 6  
SANITARY SEWER  
EASEMENT  
0.1162 ACRE  
5,061 SQ. FT.

CALLED 4.626 ACRES  
TRACT 1  
THE PURPOSE CHURCH  
DOC. NO. 202206042907  
O.P.R.C.C.T.  
RECORDED SEPTEMBER 28, 2022

PRELIMINARY  
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.  
Release date: 11/15/2024  
Amanda M. Jonas  
RPLS No. 7010  
FOR REVIEW & COMMENT

NO.	REVISION	BY	DATE
1	EASEMENT EXPANSION	AJ	11/15/2024

CITY OF SCHERTZ TEXAS  
ENGINEERING AND PUBLIC WORKS

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**halff**

100 NE INTERSTATE 410 LOOP  
SUITE 701  
SAN ANTONIO, TEXAS 78216  
TEL (210) 798-1895  
FAX (210) 798-1895  
TBPPLS FIRM #10029607



4615 Northwest Loop 410  
San Antonio, TX 78229  
210.615.1110

PARCEL 6

PAGE 4 OF 4

FED. ROAD DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.	
6		IH 35	
STATE	DIST.	COUNTY	
TEXAS	16	COMAL	
C.C.S.J.	0016	05	111
R.C.S.J.	0016	06	115

**EXHIBIT F**

**PARCEL 7**

"EXHIBIT A"

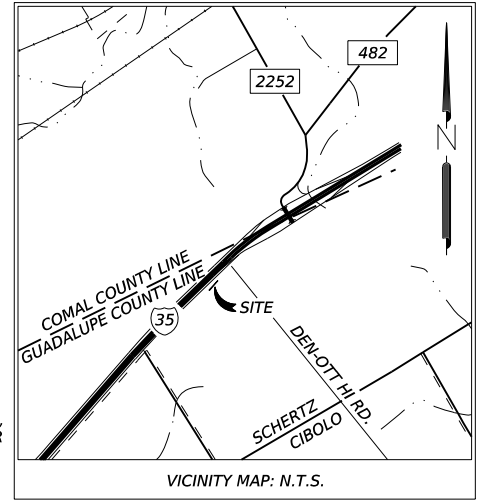
SCALE IN FEET  
8 1/2" x 11"



INTERSTATE HIGHWAY NO. 35  
(VARIABLE WIDTH R.O.W.)

ELECTRIC, GAS, TELEPHONE,  
CABLE TV, SANITARY SEWER  
& LIFT STATION EASEMENT  
VOL. 8, PG. 784  
M.P.R.G.C.T.

CALLED 0.0559 ACRE  
PARCEL 36  
STATE OF TEXAS  
DOC. NO. 202099036149  
O.P.R.G.C.T.  
RECORDED  
DECEMBER 14, 2020



VICINITY MAP: N.T.S.

ROBERT MARTIN & JF WALKER SURVEY  
ABSTRACT NUMBER 244

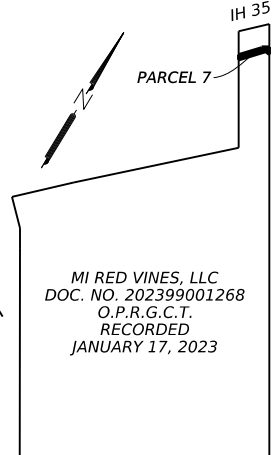
CALLED 21.50 ACRE TRACT  
BUSSEY'S, LTD.  
VOL. 717, PG. 727  
O.P.R.G.C.T.  
SEPTEMBER 10, 1984

P.O.C.  
P.O.B.  
N: 13,773,595.32  
E: 2,203,590.87

PARCEL 7  
SANITARY SEWER  
EASEMENT  
0.0036 ACRE  
1,580 SQ. FT.

MI RED VINES, LLC  
DOC. NO. 202399001268  
O.P.R.G.C.T.  
RECORDED JANUARY 17, 2023

LOT 1  
WIEDERSTEIN RANCH SUBDIVISION  
VOL. 8, PG. 784  
M.P.R.G.C.T.



MI RED VINES, LLC  
DOC. NO. 202399001268  
O.P.R.G.C.T.  
RECORDED  
JANUARY 17, 2023

PARENT TRACT INSET  
N.T.S.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N 31°16'06" W	3.14'
L2	N 58°43'54" E	24.94'
L3	S 31°16'06" E	24.28'
L4	N 79°22'40" W	14.56'
L5	N 31°16'12" W	15.67'

PROPOSED 15' EASEMENT  
AS SHOWN ON  
SCHERTZ STATION  
COMMERCIAL PUBLIC PLANS  
NO RECORD INFORMATION  
FOUND

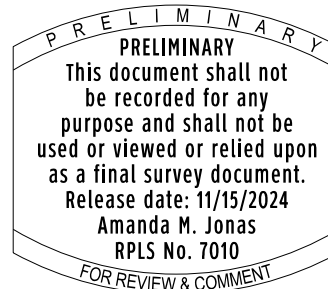
CALLED 18.761 ACRES  
SCHERTZ STATION, LTD  
DOC. NO. 202399028270  
O.P.R.G.C.T.  
RECORDED NOVEMBER 17, 2023

LEGEND

- EXISTING RIGHT OF WAY
- PROPERTY LINE
- - - EXISTING EASEMENT LINE
- - - HISTORIC RIGHT OF WAY PARCEL LINE
- FOUND 3 1/4-INCH ALUMINUM CAP STAMPED \*TEXAS DEPT OF TRANSPORTATION R.O.W. MONUMENT\*
- SET 1/2-INCH IRON ROD WITH BLUE CAP STAMPED \*HALFF ESMT\*
- CALCULATED POINT
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCEMENT
- R.O.W. RIGHT OF WAY
- M.P.R.G.C.T. MAP AND PLAT RECORDS, GUADALUPE COUNTY, TEXAS
- O.P.R.G.C.T. OFFICAL PUBLIC RECORDS, GUADALUPE COUNTY, TEXAS

NOTES:

1. THE BASIS OF BEARING IS "GRID NORTH". ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (4204), NORTH AMERICAN DATUM OF 1983 (NAD 83) 2011 ADJUSTMENT, EPOCH 2010.00
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6. ABSTRACTING COMPLETED JULY 10, 2024.
7. FIELD SURVEYS COMPLETED AUGUST 1, 2024.



THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND OF THE PROPERTY SHOWN HEREON, UNDER MY SUPERVISION

AMANDA M. JONAS  
REGISTERED PROFESSIONAL  
LAND SURVEYOR  
TEXAS REGISTRATION NO. 7010

DATE

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100 NE INTERSTATE 410 LOOP  
SUITE 701  
SAN ANTONIO, TEXAS 78216  
TEL (210) 798-1895  
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TBPELS FIRM #10029607



4615 Northwest Loop 410  
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210.615.1110

PARCEL 7

PAGE 3 OF 3

FED. ROAD DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
6		IH 35
STATE	DIST.	COUNTY
TEXAS	16	COMAL
C.C.S.J.	0016	05 111
R.C.S.J.	0016	06 115