

RESOLUTION NUMBER 24-43

A RESOLUTION BY THE CITY COUNCIL OF THE CITY OF LYTLE, TEXAS, APPROVING AND AUTHORIZING THE CITY ADMINISTRATOR TO EXECUTE AN ACCESS EASEMENT GRANTING SAN ANTONIO LD, LLC, A 2.029-ACRE ACCESS EASEMENT; ACCEPTING IN-KIND CONSIDERATION FOR THE EASEMENT; AND SETTING AN EFFECTIVE DATE.

WHEREAS, the City owns a 38.374-acre tract of land located adjacent to the Saddle Ridge subdivision in Lytle, Texas (the "City Property"); and

WHEREAS, Rausch Coleman Homes San Antonio, LLC ("Rausch Coleman") is pursuing development additional phases of the Saddle Ridge Subdivision in Lytle, Texas that will include 147 residential lots; and

WHEREAS, Rausch Coleman has proposed to acquire from City a 40-foot-wide access easement comprised of 2.029 acres in conjunction with its proposed residential project and as more particularly described in the Access Easement attached hereto as Exhibit A; and

WHEREAS, Rausch Coleman has further proposed to construct and dedicate to City certain roadway improvements on the City Property as in-kind consideration and which will serve as a secondary access route for emergency service vehicles to the Saddle Ridge subdivision; and

WHEREAS, the City is agreeable to accept the proposed roadway improvements as in-kind consideration for granting Rausch Coleman the Access Easement.

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

Section 1. The City Council hereby approves and authorizes the City Administrator to execute the access easement granting a 40-foot-wide access easement comprised of 2.029 acres to San Antonio LD, LLC and as more particularly described in the Access Easement attached hereto as Exhibit A.

Section 2. Subject to the terms of the Access Easement, the City Council hereby agrees to accept dedication of the roadway improvements for the proposed secondary, emergency vehicle access route to the Saddle Ridge subdivision as in-kind consideration for granting the Access Easement to San Antonio LD, LLC.

Section 3. The City Administrator is further authorized to execute such additional and related documents as may be customarily required at final closing and to effectuate the granting of the easement.

Section 4. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED on this the 12th day of November, 2024.



Ruben Gonzalez, Mayor
City of Lytle, Texas

ATTEST:



Paola L. Rios, City Secretary
City of Lytle, Texas



EXHIBIT "A"

TO

RESOLUTION NUMBER 24-43

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.

ACCESS EASEMENT

STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF ATASCOSA §

Date: November 12, 2024

Grantor: CITY OF LYTLE, a Texas municipal corporation and political subdivision of the State of Texas

Grantor's Mailing Address: City of Lytle
 Attn: City Administrator
 P.O. Box 743
 Lytle, Atascosa County, TX 78052

Grantees: SAN ANTONIO LD, LLC, a Texas Limited Liability Copmany

Grantees' Mailing Address: SAN ANTONIO LD, LLC
 4058 North College Avenue, Suite 300, Box 9
 Fayetteville, Washington County, AR 72703

Easement Property: Being a 2.029 acre, or 88,363 square feet more or less, easement partially located on that called 38.374 acre tract conveyed to the City of Lytle in Volume 424, Page 406 of the Deed Records of Atascosa County, Texas, and partially located on that called 24.261 acre tract conveyed to the City of Lytle in Volume 284, Page 6 of the Deed Records of Atascosa County, Texas, out of the Bernard Baumgartner Survey No. 513, Abstract 87, in Atascosa County, Texas, said 2.029 acre tract being more particularly described by survey metes and bounds in **EXHIBIT "A"** and depicted on the survey sketch **EXHIBIT "B"** attached hereto and incorporated herein by reference (the "Easement" or "Easement Property").

Easement Purpose: A non-exclusive fire apparatus and emergency vehicle access easement over, on and across the Easement to locate, construct, and improve a vehicular driveway, driveway apron, curbs, pavement, gates, and appurtenances thereto (the "Facilities") and subject to the following purposes, conditions, and restrictions:

- a. Use of the Easement is limited to emergency and emergency vehicular access to the Saddle Ridge Subdivision and must not be used as a public road or driveway.

- b. Grantee will install emergency breakaway gates at the property line between the Saddle Ridge subdivision and Grantor's property and thereafter, the City will maintain the breakaway gates.
- c. The Easement will be subject to the terms and conditions of the permit(s) issued by the Texas Department of Transportation authorizing construction of a driveway on to FM 3175 (the "TxDOT Permit")

Consideration: Ten and No/100 Dollars and other good and valuable consideration, the receipt and sufficiency of which are acknowledged by Grantor.

Reservation of Rights. Grantee and Grantor acknowledge and agree to the shared Easement Purpose of the Facilities and related driveway improvements. Grantor reserves for Grantor and Grantor's heirs, successors, and assigns the right to use all or part of the Easement Property in conjunction with Grantee so long as such use by Grantor and Grantor's heirs, successors, and assigns: (i) does not substantially interfere with the use of the Easement Property for the Easement Purpose granted herein; and (ii) is subject to the terms and conditions of the driveway permit issued by the Texas Department of Transportation authorizing construction of a driveway on to FM 3175, which is attached hereto as Exhibit "C". Provided however, Grantee acknowledges and agrees that the Easement is located on a portion of the site of Grantor's existing municipal wastewater treatment facility and that Grantor reserves the right to expand, modify, repair, and/or replace the wastewater treatment facility improvements at various times in the future so long as such use by Grantor does not substantially interfere with the use of the Easement Property for the Easement Purpose granted herein. Grantor further reserves the right to use the Easement Property; provided however, Grantor shall not use the Easement Property for the installation, construction, operation, use, maintenance, repair, modification, upgrade, or replacement of any structure, building, retaining wall, or other similar improvement within the boundaries of the Easement Property without Grantee's written consent which will not be unreasonably withheld (the "Permitted Improvements").

Grantor further reserves the right to convey to others the right to use all or part of the Easement Property (including without limitation, the right to grant non-exclusive easements upon, over, under and across any such portion of the Easement to any individual, private company, public or private utility or governmental agency providing utility and other similar services) as long as such further conveyance is subject to the terms of this agreement and does not substantially interfere with the Easement Purpose.

This instrument conveys to Grantee easement interests in the surface estate only of the Easement Property. Grantor hereby reserves to Grantor, and Grantor's heirs, legal representatives, administrators, executors, successors and assigns, all mineral interests, whether metallic or nonmetallic, whether similar or dissimilar, whether known or unknown, currently owned by Grantor in, on, and under and that may be produced and saved from the Easement Property or acreage pooled or unitized therewith, and the full and exclusive executive rights to execute leases in connection therewith as long as such reservation is subject to the terms of this agreement and does not substantially interfere with the Easement Purpose.

Grantor, and Grantor's heirs, legal representatives, administrators, executors, successors and assigns, waive all rights to use the surface of the Easement Property for, and all rights of ingress and egress for, the purpose of exploring, developing, mining, or drilling for same; provided, however, that nothing herein shall prohibit or in any manner restrict the right of Grantor to extract oil, gas or other minerals from and under the Easement Property by directional drilling or other means that do not unreasonably interfere with or disturb the surface of the Easement Property or Grantee's use of the Easement Property for the Easement Purposes set forth herein.

Exceptions to Conveyance and Warranty: This conveyance is made by Grantor and accepted by Grantee subject to any and all existing easements, covenants, rights-of-way, conditions, restrictions, outstanding mineral interests and royalty interests, if any, relating to the Easement Property, to the extent, and only to the extent, that the same may still be in force and effect, and either shown of record in the office of the County Clerk of the County in which any part of the Easement Property is located, or that may be apparent on the Easement Property.

BY ITS ACCEPTANCE OF THIS EASEMENT, AND AS A MATERIAL PART OF THE CONSIDERATION, GRANTEE FURTHER EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON GRANTEE'S OWN INVESTIGATION OF THE EASEMENT PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY GRANTOR OTHER THAN THE REPRESENTATIONS STATED IN THIS INSTRUMENT. GRANTEE FURTHER AGREES THAT GRANTEE HAS PURCHASED AND ACCEPTED THE EASEMENT PROPERTY AS IS AND WITH ALL FAULTS AND TO HAVE ASSUMED THE RISK OF ANY MATTER OR CONDITION WHICH IS LATENT OR PATENT OR THAT COULD HAVE BEEN REVEALED BY GRANTEE'S INVESTIGATIONS. OTHER THAN THE REPRESENTATIONS STATED IN THIS INSTRUMENT, GRANTOR HAS NOT MADE (AND GRANTOR HEREBY EXPRESSLY DISCLAIMS, AND GRANTOR IS GRANTING THE EASEMENT WITHOUT ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WHATSOEVER, AS TO THE VALUE, CONDITION, NATURE, CHARACTER, SUITABILITY, HABITABILITY, OR FITNESS OF THE EASEMENT PROPERTY, THE INCOME TO BE DERIVED THEREFROM, THE PRESENCE OR ABSENCE OF ANY HAZARDOUS MATERIAL OR OTHER ENVIRONMENTAL CONDITION OR COMPLIANCE OF THE LAND WITH, OR VIOLATION OF, ANY LAW, STATUTE, ORDINANCE, RULE, OR REGULATION, AND ANY OF SUCH REPRESENTATIONS AND WARRANTIES.

Maintenance.

Following Grantee's initial construction of the Facilities in accordance with Paragraph 1 of Appendix 1, Grantor or its successors and assigns shall have sole responsibility to maintain the Facilities in good working order and repair after they are constructed. Grantee's use and operation of the Easement will be further governed by the terms and conditions included in **Appendix 1**, attached hereto, and incorporated for all purposes.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from and Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors, and assigns a nonexclusive easement over, on, under, and across the Easement Property

for the Easement Purpose and for the benefit of Grantee, together with all related rights and appurtenances, to have and to hold said Easement unto Grantee and Grantee's heirs, successors, and assigns forever, subject to the Terms and Conditions hereof.

Grantor binds itself and its heirs, successors, and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors, and assigns against every person lawfully claiming, now or in the future, the Easement or any part of it, except as to the Reservations from Conveyance and Exceptions to Warranty.

Term: The term of the easement is perpetual; provided however, following Grantee's initial construction of the Facilities, Grantor may terminate this easement upon the development of a permanent, secondary access route that provides uninterrupted public access to a public street for the Saddle Ridge Subdivision.

Upon such occurrence, Grantor may file a Notice of Termination in the deed records of Atascosa County, Texas. Upon such filing the easement will automatically terminate and Grantee, and Grantee's successors and assigns will forfeit all rights granted herein and third parties may rely on it.

EXECUTED to be EFFECTIVE as of the date first set forth above (the "Effective Date").

GRANTEE:

SAN ANTONIO LD, LLC,
a Texas limited liability company,

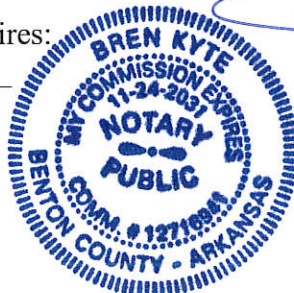
By: 
Name: Scott A. Peters
Title: Manager

THE STATE OF ARKANSAS §
 §
COUNTY OF WASHINGTON §

The foregoing instrument was acknowledged before me this 30th day of October, 2024, by Scott A. Peters, the Manager of San Antonio LD, LLC, a Texas limited liability company, on behalf of said limited liability company.

My Commission Expires:

11/24/2031





Notary Public, State of Arkansas

Bren Kyte
Printed/Typed Name of Notary

[Counterpart signature page to Access Easement Agreement]

GRANTOR:

CITY OF LYTLE, TEXAS

By: 
Name: Ruben Gonzalez
Title: Mayor, City of Lytle

THE STATE OF TEXAS §
 §
COUNTY OF Atascosa §

The foregoing instrument was acknowledged before me this 12th day of November, 2024, by Ruben Gonzalez, the Mayor of City of Lytle, Texas, on behalf of said entity.

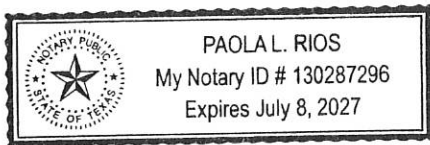
My Commission Expires:
July 8, 2027



Notary Public, State of Texas

Paola L. Rios

Printed/Typed Name of Notary



APPENDIX 1

Terms and Conditions:

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

1. **Construction of Facilities.** Prior to commencement of the construction of the Facilities, Grantee will submit construction plans to Grantor for its review and approval. Grantee will construct the Facilities in accordance with the approved plans. Grantee must complete construction of the Facilities within thirty-six (36) months after the Effective Date of this agreement as evidenced by a Certificate of Completion by the project engineer confirming that the Facilities have been constructed in accordance with the approved plans (the "Construction Deadline"). In the event Grantee does not complete construction of the Facilities prior to the expiration of the Construction Deadline, then upon thirty (30) days written notice from Grantor and a ninety (90) day opportunity for Grantee to cure, the Grantor may terminate this agreement by filing a Notice of Termination in the deed records and upon which third parties may rely. If Grantee timely completes construction of the Facilities, then Grantor agrees to file a Release of Termination Rights upon which third parties may rely.
 - a. Grantor's review and approval of the construction plans does not relieve Grantee of its obligation to obtain construction permits, licenses and other governmental approvals as required by applicable codes and regulations. Grantee agrees to construct the Facilities in accordance with applicable local, state and federal laws and regulations. Grantee will be responsible for obtaining the TxDOT Permit authorizing construction of the Facilities.
 - b. Grantee will cause its contractor for construction of the Facilities to maintain payment and performance bonds. Grantor and Grantee will be co-obligees on such bonds.
 - c. Grantee will install a gate and lock across the entrance to the driveway off FM 3175. Grantee will also install a gate and fence at the entrance to the driveway to the Saddle Ridge subdivision. Grantee will provide Grantor a key for all gate locks.
2. **Release and Indemnification.**
 - a. **GRANTEE ACKNOWLEDGES AND AGREES THAT CITY OF LYTLE AND ITS AGENTS, EMPLOYEES, OFFICERS, ELECTED OFFICIALS, AND LEGAL REPRESENTATIVES SHALL BE RELEASED AND NOT HELD LIABLE TO GRANTEE OR GRANTEE'S AGENTS, EMPLOYEES OR CONTRACTORS, OR THOSE CLAIMING BY, THROUGH, OR UNDER ANY OF THEM FOR ANY INJURY TO OR DEATH OF ANY PERSON OR PERSONS OR ANY DAMAGE TO OR LOSS, OR LOSS OF USE OF ANY REAL OR PERSONAL PROPERTY CAUSED BY CASUALTY, THEFT, OR ANY CRIMINAL OR TORTIOUS ACTS OR OMISSIONS OF ANY THIRD PARTY; UNLESS CAUSED BY CITY'S GROSS NEGLIGENCE OR INTENTIONAL MISCONDUCT.**
 - b. **GRANTEE HEREBY INDEMNIFIES AND HOLDS CITY OF LYTLE, TOGETHER WITH ITS CITY COUNCIL, EMPLOYEES, OFFICERS AND**

CONTRACTORS, INDIVIDUALLY AND COLLECTIVELY, HARMLESS FROM ALL CLAIMS, DEMANDS, ACTIONS, LIABILITIES, COSTS, EXPENSES, DAMAGES, PENALTIES AND OBLIGATIONS OF ANY NATURE ARISING FROM OR AS A RESULT OF ANY INJURY, DEATH, DAMAGE OR LOSS OF REAL OR PERSONAL PROPERTY, RELEASE, DISCHARGE, EMISSION, SPILL, STORAGE, DISPOSAL OR CONTAMINATION OF THE SITE WITH HAZARDOUS SUBSTANCES, AS A RESULT OF THE VIOLATION OF ANY ENVIRONMENTAL LAWS BY GRANTEE, OR OTHERWISE ARISING FROM ANY ACT OR OMISSION BY GRANTEE, ITS OFFICERS, AGENTS, EMPLOYEES, CONTRACTORS OR LICENSEES, OR THE INVITEES OF ANY OF THEM.

The foregoing indemnifications in Paragraphs 2a and 2b above and the responsibilities of Grantee will survive the termination or expiration of this agreement.

3. **Equitable Rights of Enforcement.** Each Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance.

4. The Easement set forth in this Agreement shall be for the benefit and use of Grantee, Grantor and their successors in title and assigns, and their agents, employees, consultants, representatives, contractors (and their subcontractors, employees and materialmen), licensees, guests, invitees and providers of services to the Easement or Easement Property.

5. **Miscellaneous.**

- a. Attorneys' Fees. If either party retains an attorney to enforce this agreement, the party prevailing in litigation is entitled to recover reasonable attorneys' fees and court and other costs from the other party.
- b. Binding Effect. This agreement binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns.
- c. 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.
- d. 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.
- e. Waiver of Default. It is not a waiver of or consent to default if the non-defaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

- f. 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.
- g. Entire Agreement. This agreement and any exhibits constitute the entire agreement of the parties concerning the grant of the Easement by Grantor to Grantee. There are no representations, agreements, warranties or promises that are not expressly set forth in this agreement or any exhibits.
- h. Legal Construction. If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and the neuter will 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.
- i. Time. Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays and federal and state legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or federal or state legal public holiday, the date for performance will be the next following regular business day.

EXHIBIT "A"
EASEMENT PROPERTY



METES AND BOUNDS DESCRIPTION
FOR A
40-FOOT ACCESS EASEMENT

A 2.029 acre, or 88,363 square feet more or less, easement partially located on that called 38.374 acre tract conveyed to the City of Lytle in Volume 424, Page 406 of the Deed Records of Atascosa County, Texas, and partially located on that called 24.261 acre tract conveyed to the City of Lytle in Volume 284, Page 6 of the Deed Records of Atascosa County, Texas, out of the Bernard Baumgartner Survey No. 513, Abstract 87, in Atascosa County, Texas. Said 2.029 acre easement being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00:

BEGINNING: At a calculated point on the north line of said called 38.374 acre tract, the south line of that 27.635 acre tract conveyed to San Antonio LD, LLC by deed recorded in Document No. 217149 of the Official Public Records of Atascosa County, Texas, from which a found mag nail with washer stamped "Pape-Dawson" at the northeast corner of said called 38.374 acre tract bears N 89°57'06" E, a distance of 836.32 feet;

THENCE: Departing the north line of said called 38.374 acre tract, the south line of said 27.635 acre tract, over and across said called 38.374 acre tract and said called 24.261 acre tract, the following bearings and distances:

S 38°18'34" W, a distance of 35.64 feet to a calculated point;

Southwesterly, along a tangent curve to the right, said curve having a radius of 170.00 feet, a central angle of 50°55'55", a chord bearing and distance of S 63°46'32" W, 146.19 feet, for an arc length of 151.12 feet to a calculated point;

S 89°14'29" W, at a distance of 29.19 feet passing the east line of said called 38.374 acre tract, same being the west line of said called 24.261 acre tract, and continuing over and across said called 24.261 acre tract for a total distance of 448.69 feet to calculated point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 520.00 feet, a central angle of 03°09'22", a chord bearing and distance of N 89°10'50" W, 28.64 feet, for an arc length of 28.64 feet to a calculated point;

N 87°36'09" W, a distance of 204.38 feet to a calculated point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 480.00 feet, a central angle of 04°01'31", a chord bearing and distance of N 89°36'54" W, 33.71 feet, for an arc length of 33.72 feet to a calculated point;

S 88°22'20" W, a distance of 142.00 feet to a calculated point;

Northwesterly, along a tangent curve to the right, said curve having a radius of 170.00 feet, a central angle of 19°19'30", a chord bearing and distance of N 81°57'55" W, 57.07 feet, for an arc length of 57.34 feet to a calculated point;

N 72°18'09" W, a distance of 66.55 feet to a calculated point;

Northwesterly, along a tangent curve to the left, said curve having a radius of 130.00 feet, a central angle of 18°24'23", a chord bearing and distance of N 81°30'21" W, 41.58 feet, for an arc length of 41.76 feet to a calculated point;

S 89°17'27" W, a distance of 238.17 feet to a calculated point;

Southwesterly, along a tangent curve to the left, said curve having a radius of 980.00 feet, a central angle of 01°48'08", a chord bearing and distance of S 88°23'23" W, 30.82 feet, for an arc length of 30.83 feet to a calculated point;

S 87°29'19" W, a distance of 763.80 feet to a calculated point on the east right-of-way line of F.M. 3175, also known as Benton City Road, a 100-foot public right-of-way, from which a found TxDOT Right-of-Way Monument (Type I) at an angle point in said east right-of-way line, bears S 00°52'56" E, a distance of 52.83 feet;

N 00°52'56" W, along and with the east right-of-way line of said F.M. 3175, a distance of 40.02 feet to a calculated point, from which a found 5/8" iron rod bears N 00°52'56" W, a distance of 3.91 feet;

THENCE: Departing the east right-of-way line of said F.M. 3175, over and across said called 24.261 acre tract and said called 38.374 acre tract, the following bearings and distances:

N 87°29'19" E, a distance of 762.66 feet to a calculated point;

Northeasterly, along a tangent curve to the right, said curve having a radius of 1020.00 feet, a central angle of 01°48'08", a chord bearing and distance of N 88°23'23" E, 32.08 feet, for an arc length of 32.08 feet to a calculated point;

N 89°17'27" E, a distance of 238.17 feet to a calculated point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 170.00 feet, a central angle of 18°24'23", a chord bearing and distance of S 81°30'21" E, 54.38 feet, for an arc length of 54.61 feet to a calculated point;

S 72°18'09" E, a distance of 66.55 feet to a calculated point;

Southeasterly, along a tangent curve to the left, said curve having a radius of 130.00 feet, a central angle of 19°19'30", a chord bearing and distance of S 81°57'55" E, 43.64 feet, for an arc length of 43.85 feet to a calculated point;

N 88°22'20" E, a distance of 142.00 feet to a calculated point;

Southeasterly, along a tangent curve to the right, said curve having a radius of 520.00 feet, a central angle of 04°01'31", a chord bearing and distance of S 89°36'54" E, 36.52 feet, for an arc length of 36.53 feet to a calculated point;

S 87°36'09" E, a distance of 204.38 feet to calculated point;

Southeasterly, along a tangent curve to the left, said curve having a radius of 480.00 feet, a central angle of 03°09'22", a chord bearing and distance of S 89°10'50" E, 26.44 feet, for an arc length of 26.44 feet to a calculated point;

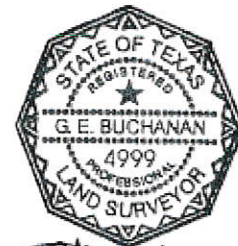
N 89°14'29" E, at a distance of 418.83 feet passing the east line of said called 24.261 acre tract, same being the west line of said called 38.374 acre tract, and continuing over and across said called 38.374 acre tract for a total distance of 448.69 feet to a calculated point;

Northeasterly, along a tangent curve to the left, said curve having a radius of 130.00 feet, a central angle of 50°55'55", a chord bearing and distance of N 63°46'32" E, 111.79 feet, for an arc length of 115.56 feet to a calculated point;

N 38°18'34" E, a distance of 3.98 feet to a calculated point on the north line of said called 38.374 acre tract, the south line of said 27.635 acre tract, from which a found 1/4" iron rod at the southwest corner of said 27.635 acre tract, the southeast corner of a called 15 acre tract conveyed to Michael R. Abbe, et. al., by deed recorded in Volume 24, Page 130 and in Volume 856, Page 284, both of the Deed Records of Atascosa County, Texas, bears S89°57'06" W, a distance of 47.31 feet;

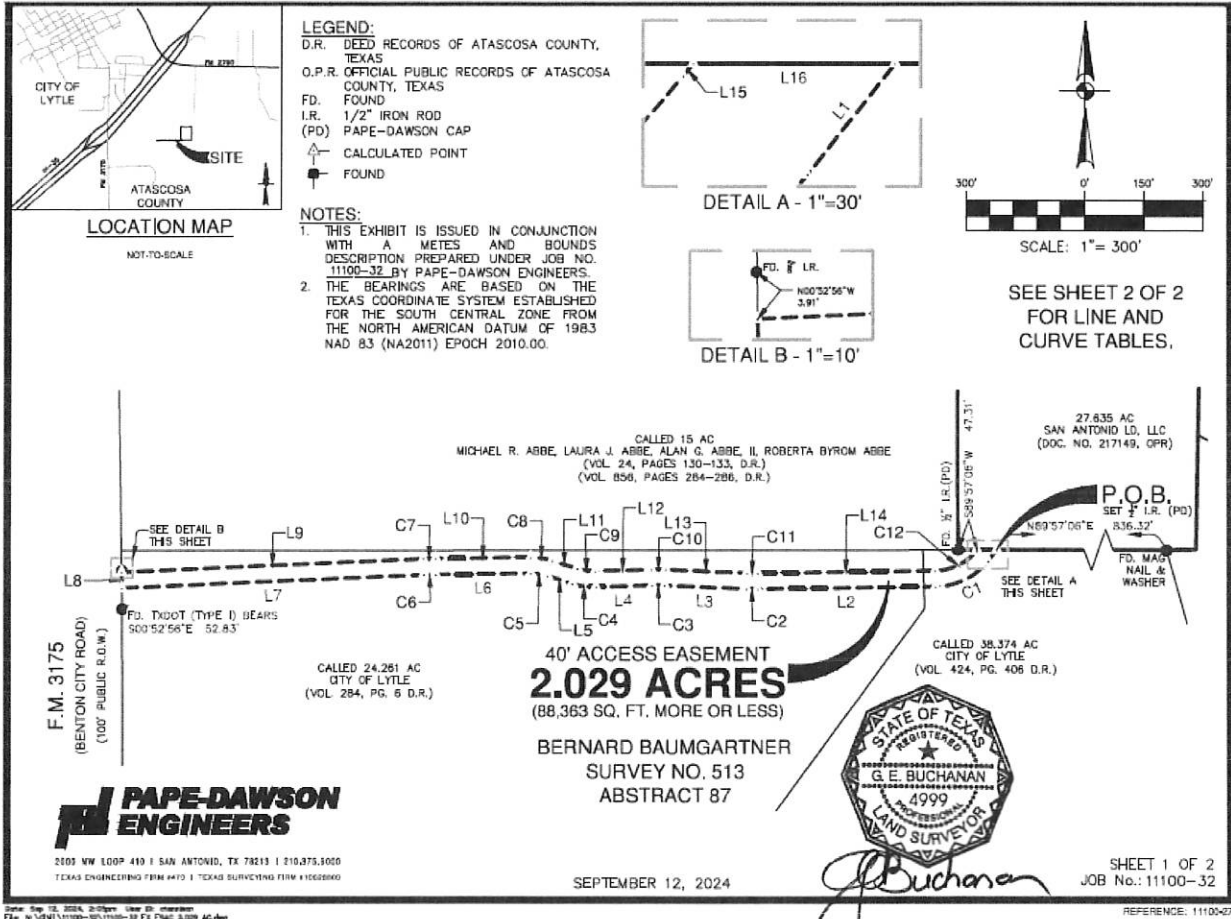
THENCE: N 89°57'06" E, along and with the north line of said called 38.374 acre tract, the south line of said 27.635 acre tract, a distance of 51.01 feet to the POINT OF BEGINNING and containing 2.029 acres in Atascosa County, Texas. Said easement being described in conjunction with an exhibit prepared under job number 11100-32 by Pape-Dawson Engineers.

PREPARED BY: Pape-Dawson Engineers
Texas Registered Survey Firm # 10028800
DATE: September 12, 2024
JOB NO. 11100-32
DOC. ID. N:\CIVIL\11100-32\Word\11100-32 FN ESAC 2.029 AC.docx



G.E. Buchanan
**PAPE-DAWSON
ENGINEERS**

EXHIBIT "B" SURVEY SKETCH



CURVE TABLE					
CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	170.00'	50°55'55"	S63°46'32"W	146.19'	151.12'
C2	520.00'	3°09'22"	N89°10'50"W	28.64'	28.64'
C3	480.00'	4°01'31"	N89°36'54"W	33.71'	33.72'
C4	170.00'	19°19'30"	N81°57'55"W	57.07'	57.34'
C5	130.00'	18°24'23"	N81°30'21"W	41.58'	41.76'
C6	980.00'	1°48'08"	S88°23'23"W	30.82'	30.83'
C7	1020.00'	1°48'08"	N88°23'23"E	32.08'	32.08'
C8	170.00'	18°24'23"	S81°30'21"E	54.38'	54.61'
C9	130.00'	19°19'30"	S81°57'55"E	43.64'	43.85'
C10	520.00'	4°01'31"	S89°36'54"E	36.52'	36.53'
C11	480.00'	3°09'22"	S89°10'50"E	26.44'	26.44'
C12	130.00'	50°55'55"	N63°46'32"E	111.79'	115.56'

LINE TABLE		
LINE	BEARING	LENGTH
L1	S36°18'34"W	35.64'
L2	S89°14'29"W	448.69'
L3	N87°36'09"W	204.38'
L4	S88°22'20"W	142.00'
L5	N72°18'09"W	66.55'
L6	S89°17'27"W	238.17'
L7	S87°29'19"W	763.80'
L8	N00°52'56"W	40.02'
L9	N87°29'19"E	762.66'
L10	N89°17'27"E	238.17'
L11	S72°18'09"E	66.55'
L12	N88°22'20"E	142.00'
L13	S87°36'09"E	204.38'
L14	N89°14'29"E	448.69'
L15	N38°18'34"E	3.98'
L16	N89°57'08"E	51.01'



2000 NW LOOP 410 E SAN ANTONIO, TX 78213 | 210.275.9000
TEXAS ENGINEERING FIRM #175 | TEXAS SURVEYING FIRM #10228502

SEPTEMBER 12, 2024

SHEET 2 OF 2
JOB No.: 11100-32

Scale: Sep. 12, 2024, 3:00pm (see E) enclosure
File: H:\CADD\11100-32\11100-32.dwg

REFERENCE:

AFTER RECORDING, PLEASE RETURN TO:

Langley & Banack, Inc. Attn. PAF
745 East Mulberry Avenue Suite 700
San Antonio, TX 78212

RECORD'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. All black outs, additions and changes were present at the time the instrument was filed and recorded.

**FILED AND RECORDED
OFFICIAL PUBLIC RECORDS**

Theresa Carrasco

Theresa Carrasco, County Clerk

Atascosa County Texas

December 18, 2024 11:01:16 AM

FEE: \$85.00

SOCHOA

248300

RES



ATASCOSA COUNTY CLERK
1 COURTHOUSE CIRCLE DRIVE
JOURDANTON, TX 78026
(830) 767-2511

Receipt Time: 12/18/2024 11:01:16 AM
Issued To: CITY OF LYTLE

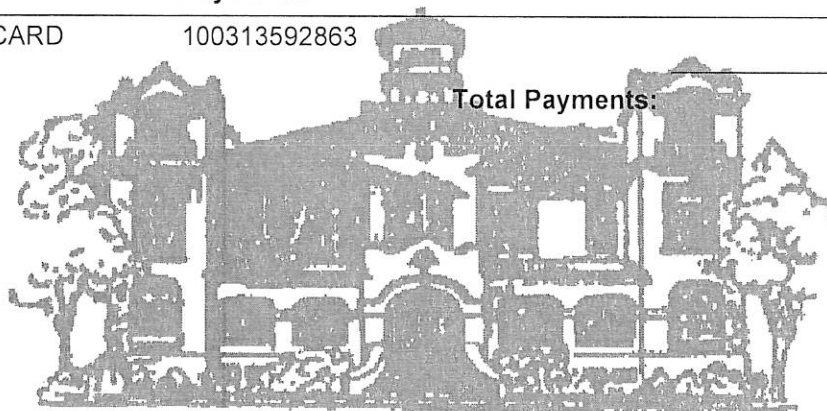
Receipt #: 256169

Documents

#	Type	# Pages	Quantity	Reference #	Book / Page	Amount
1	ORDINANCE	8	1	248299		\$53.00
2	RESOLUTION	16	1	248300		\$85.00
3	RESOLUTION	19	1	248301		\$97.00
4	RESOLUTION	18	1	248302		\$93.00
Total :						\$328.00

Payments

#	Type	Payment #	Amount	NSF
1	CREDIT CARD	100313592863	\$328.00	
Total Payments:			\$328.00	



JOURDANTON, TEXAS

THANK YOU
THERESA CARRASCO
ATASCOSA COUNTY CLERK
DEPUTY: SOCHOA