

Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's Permit Number.

Easement Dedication

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

The City of San Antonio, a municipal corporation, hereinafter referred to as “**CITY**” or “**GRANTOR**”, does hereby **GRANT** and **CONVEY**, for and in consideration of One Dollar (\$1.00), and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, unto Department of Veteran Affairs (“**VA**”), also hereinafter referred to as “**GOVERNMENT**” or “**GRANTEE**”, acting for and in behalf of the United States of America, its successors and assigns, an easement and right of way to last in perpetuity for the construction, operation, maintenance, repair, and replacement of an access road including gates, signage, and associated features. In conjunction with these rights, the Government shall have the ability to place personnel, equipment, construction materials, and other items as determined by the Government, on the surface of the City’s property.

The City’s property, which the undersigned owns, is located in the County in Bexar, State of Texas, depicted and described on **Exhibit A**, “Easement Area”, attached hereto and made a part hereof.

The Easement is granted subject to the following conditions and provisions:

1. That the City reserves onto itself right for all purposes across, over, or under the Easement area herein depicted or described in “Easement Area”; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Government of said Easement and are not covenanted by the City in another part of this Easement.
2. The City covenants and agrees that no building, structure or other above-ground improvement shall be erected or constructed on the “Easement Area” without the Government’s prior written consent (which consent may be withheld in the sole and absolute discretion of the Government), and that the present grade or ground level of the property depicted and described in “Easement Area” shall not be changed by excavation or filling without the Government’s prior written consent. Any construction by the City in connection with the rights so reserved shall be at the expense of the City.
3. The access road shall be constructed, operated, maintained, reconstructed, repaired, and replaced by the Government within the “Easement Area” without cost to the City. The Government shall maintain the access road in accordance with National Cemetery Administration standards. The Government shall replace, repair, restore, or relocate any property of the City affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities, to the satisfaction of the City.

4. Except in the event of an emergency, the City shall make all reasonable efforts to give the Government reasonable prior notice of its intention to perform work on the “Easement Area”.
5. The Easement granted herein shall run with land, burden the “Easement Area”, as more particularly described in **Exhibit A**, attached hereto and incorporated by reference herein.
6. The liability, if any, of the United States for injury or loss of property, or personal injury or death shall be governed exclusively by the provisions of the Federal Tort Claims Act.
7. VA shall not commit any liens to be placed upon the “Easement Area” or any other property of the City and shall immediately take necessary steps to resolve any liens placed thereon their own arising from the activities of the Government, its employees, agents or contractors.
8. This Easement shall be construed and enforced in accordance with and governed by the law of the United States of America, and, to the extent such laws do not apply, then by the laws of the State of Texas. Additionally, notwithstanding anything in this Easement, any provisions that purports to assign liability to the United State Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C. Section 601-613); the Anti-Deficiency Act (31 U.S.C. Sections 1341, and 1501)” and the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.).
9. Grantee’s construction of an access road pursuant to this Easement shall be subject to the terms of a Funding Agreement between Grantor and Grantee. Grantee shall not begin construction of an access road unless Grantor and Grantee have executed a Funding Agreement that has not been terminated.
10. Any notice required to be given pursuant to the terms and provisions of this Easement shall be in writing and shall be mailed by certified, return receipt requested, addressed as set forth below, or at such other address as may be specified by written notice;

If to: **CITY OF SAN ANTONIO**

Municipal Plaza, P.O. Box 839966
(Attention: Director, Public Works Department)
San Antonio, Texas 78283

If to: **GRANTEE**

Department of Veteran Affairs,
acting for and in behalf of the United States of America

NAME: Mathew Leddy, Director, Land Acquisition and Strategic
Utilization, VA Office of Real Property

ITS:

IN WITNESS WHEREOF the City of San Antonio, a municipal corporation, caused this Easement to be executed in its name and on its behalf this _____ day of _____, 2021.

City of San Antonio, a municipal corporation

By: _____ Date: _____
Razi Hosseini, P.E., R.P.L.S.
Director/City Engineer
Public Works Department

State of Texas §
County of Bexar §

This instrument was acknowledged before me this date, _____ of _____, 2021, by Razi Hosseini, as Director of the Public Works Department, City of San Antonio, in the capacity therein stated and on behalf of that entity.

Notary Public State of Texas

My Commission Expires:

GRANTEE:

Department of Veterans Affairs, acting for and in behalf of the United States of America

BY: _____

NAME: Mathew Leddy, Director, Land Acquisition and Strategic Utilization, VA Office of Real Property

ITS:

State of _____ §
County of _____ §

This instrument was acknowledged before me on this date _____ of _____, 2021, by _____, in the capacity therein stated and on behalf of that entity.

Notary Public, State of Texas

My Commission expires:

Exhibit A - ACCESS EASEMENT



METES AND BOUNDS DESCRIPTION
FOR A 100-FOOT ACCESS EASEMENT

A 1.897 acre, or 82,619 square feet more or less, easement located on a 48.51 acre tract conveyed to the City of San Antonio in deed recorded in Volume 7259, Page 257 of the Official Public Records of Bexar County, Texas, situated in the G. Rodriguez Survey No. 131, Abstract 621 in New City Block 12175 of the City of San Antonio, Bexar County, Texas. Said 1.897 acre easement being more fully described as follows, with distances recited in grid values and 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:

COMMENCING: At a found brass disk stamped "1997" at the southwest corner of said 48.51 acre tract, on the east line of Cole High School described in plat recorded in Volume 9541, Pages 104-155 of the Deed and Plat Records of Bexar County, Texas;

THENCE: N 89°52'50" E, with the south line of said 48.51 acre tract, a distance of 146.96 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson" and the POINT OF BEGINNING of the herein described easement;

THENCE: Departing the south line of said 48.51 acre tract, over and across said 48.51 acre tract the following bearings and distances:

N 00°07'10" W, a distance of 100.00 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

N 89°52'50" E, a distance of 810.68 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson";

S 17°21'10" E, a distance of 104.70 feet to a set ½" iron rod with a yellow cap stamped "Pape-Dawson" at the southeast corner of said 48.51 acre tract and the southwest corner of a 41.137 acre tract conveyed to the City of San Antonio in deed recorded in Volume 7053, Page 85 of the Deed Records of Bexar County, Texas, from which a found concrete monument with brass disk marked "B-45" bears N 89°52'50" E, a distance of 1169.23 feet and S 15°25'05" E, a distance of 20.00 feet;

1.897 Ac.
Job No.: 9111-19
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THENCE: S 89°52'50" W, with the south line of said 48.51 acre tract, a distance of 841.70 feet to the POINT OF BEGINNING and containing 1.897 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in conjunction with a survey made on the ground and a survey map prepared under job number 9111-19 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: May 12, 2020; REVISED May 27, 2020, REVISED February 24, 2021
JOB NO. 9111-19
DOC. ID. N:\Survey19\19-9100\9111-19\Word\9111-19 FN_ESAC 1.897 AC.docx



