

AN ORDINANCE 2016-08-18-0612

AUTHORIZING THE CLOSURE, VACATION, AND ABANDONMENT OF APPROXIMATELY 0.929 ACRES OF QUINCY STREET AND SCHILLER STREET, IMPROVED PORTIONS OF PUBLIC RIGHT OF WAY IN COUNCIL DISTRICT 1, AS REQUESTED BY BROADWAY SA INVESTORS GP, LLC, FOR A FEE OF \$411,524.00 AND THE DEDICATION OF IRREVOCABLE DRAINAGE, UTILITY AND ACCESS EASEMENTS.

* * * * *

WHEREAS, Broadway SA Investors GP, LLC (Petitioner), is requesting the closure, vacation and abandonment of portions of Public Rights of Way known as Quincy Street and Schiller Street; and

WHEREAS, the petitioner has agreed to dedicate easements out of their adjoining property for public drainage use; and

WHEREAS, adjoining owners have conditionally approved the closure pending dedication of a public ingress/egress easement from Newell Street to the San Antonio River Improvements Project ("Riverwalk"); and

WHEREAS, adjoining owners have conditionally approved the closure pending dedication of a pedestrian and vehicular operations and maintenance easement from Newell Street to the San Antonio River Authority property located within the San Antonio River Improvements Project ("Riverwalk"); and

WHEREAS, if approved, the applicant has agreed to combine and re-plat the proposed closure with adjoining properties for future development; and

WHEREAS, this portion of street is surplus to City of San Antonio needs and such closure will alleviate the City of San Antonio from maintenance and other costs; **NOW THEREFORE**,

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF SAN ANTONIO:

SECTION 1. Subject to the reservation below, as an exercise of its discretion, the City Council authorizes the closure, vacation, and abandonment of the right of way segment ("Right of Way Segment") identified in Section 2 of this Ordinance. A condition of the closure, vacation, and abandonment is City's receipt of the fee set out below in the funding section of this Ordinance, and any conditions or reservations listed in Sections 4 and 5.

SECTION 2. The detailed description of the Right of Way Segment is set forth on **Attachment I**. Maps and pictures of the Right of Way Segment are set forth on

Attachment II. Both **Attachments I and II** are incorporated into this ordinance for all purposes as if they were fully set forth. **Attachment I** controls over any discrepancy between it and **Attachment II**.

SECTION 3. The properties abutting the Right-of-Way Segment are:

Address:	Description:	Owner Listed by Bexar Appraisal District:
101 Newell Ave., SAN ANTONIO, TX 78212	NCB 1758 BLK LOT 9A & 8A	BROADWAY SA INVESTORS GP LLC
923 E PARK AVE, SAN ANTONIO, TX 78212	NCB 1004 BLK 10 LOT 7&8	BROADWAY SA INVESTORS GP LLC
1213 E QUINCY, SAN ANTONIO, TX 78212	NCB 1004 BLK 10 LOT 13	BROADWAY SA INVESTORS GP LLC
1126 E ELMIRA ST, SAN ANTONIO, TX 78212	NCB 1004 BLK 10 LOT 6 & 12	BROADWAY SA INVESTORS GP LLC
1200 E ELMIRA ST, SAN ANTONIO, TX 78212	NCB 1005 BLK 11 LOT 1 & 2	BROADWAY SA INVESTORS GP LLC
1200 E ELMIRA ST, SAN ANTONIO, TX 78212	NCB 1005 BLK 11 LOT W IRRG PTS OF 3, 4, 5 & 6	BROADWAY SA INVESTORS GP LLC
117 SCHILLER 3, SAN ANTONIO, TX 78212	NCB 1005 BLK 11 LOT N W IRRG 54 FT OF 7	SAN ANTONIO RIVER AUTHORITY
	NCB 1758 BLK LOT 9B	SAN ANTONIO RIVER AUTHORITY

The listing above is made solely to facilitate indexing this Ordinance in the real property records. If the listing is inaccurate or not comprehensive, it does not affect the validity of the closure.

SECTION 4. The closure shall not be authorized until the following conditions have been met:

1. Broadway SA Investors GP, LLC must dedicate an irrevocable 22.5 foot public drainage easement to the City of San Antonio by Friday, August 26, 2016, in substantially the same form shown in **Attachment III**. Broadway SA Investors GP, LLC shall pay the cost of preparing and filing the easement. Broadway SA Investors GP, LLC and City of San Antonio (through the City Manager or her designee) will have the right to approve the terms and area of the easement. Should Broadway SA Investors GP, LLC, not dedicate such drainage easement by Friday, August 26, 2016, the City Manager or her designee shall require Broadway SA Investors GP, LLC to pay for any increased costs accrued by the City of San Antonio related to the McCullough Avenue Area Drainage Project (WBS No. 40-00327) prior to the issuance of any certificate of closure;

2. Phase I of the McCullough Avenue Area Drainage Project (WBS No. 40-00327) must be complete;
3. Subsequent to completion of Phase I of the McCullough Avenue Area Drainage Project (WBS No. 40-00327), Broadway SA Investors GP, LLC must dedicate an irrevocable public drainage easement within a portion of the vacated Quincy Street right of way to the City of San Antonio following City Council approval of the street closure, in substantially the same form shown in **Attachment III**. Broadway SA Investors GP, LLC shall pay the cost of preparing and filing the easement. Broadway SA Investors GP, LLC and City of San Antonio (through the City Manager or her designee) will have the right to approve the terms and area of the easement;
4. Broadway SA Investors GP, LLC must dedicate an irrevocable 50 square foot public utility easement to the City of San Antonio by Friday, August 26, 2016, in substantially the same form shown in **Attachment V**. Broadway SA Investors GP, LLC shall pay the cost of preparing and filing the easement. Broadway SA Investors GP, LLC and City of San Antonio (through the City Manager or her designee) will have the right to approve the terms and area of the easement. Should Broadway SA Investors GP, LLC, not dedicate such drainage easement by Friday, August 26, 2016, the City Manager or her designee shall require Broadway SA Investors GP, LLC to pay for any increased costs accrued by the City of San Antonio related to the McCullough Avenue Area Drainage Project (WBS No. 40-00327) prior to the issuance of any certificate of closure;
5. Broadway SA Investors GP, LLC must demolish the San Antonio River Authority building shown in **Attachment IV** at their cost no later than 15 days following issuance of a demolition permit from the City (including acquiring necessary approvals and permits);
6. Broadway SA Investors GP, LLC must pay all costs necessary above those budgeted by the Transportation and Capital Improvements Department resulting from any construction conflicts in the 4 ft overlap of the Newell easement onto the existing Level 3 easement on the property;
7. Broadway SA Investors GP, LLC and any other owners of abutting property to the Right of Way Segment that own fee in the Right of Way Segment area must provide an Irrevocable Public Access Easement to the City of San Antonio and an Irrevocable Pedestrian and Vehicular Operations and Maintenance Access Easement to the San Antonio River Authority in substantially the same form shown in **Attachment VI**; Broadway SA Investors GP, LLC and City of San Antonio (through the City Manager or her designee) will have the right to approve the terms and area of the easement. Such easement shall not be construed as street Right of Way.
8. Broadway SA Investors GP, LLC must provide a recordable temporary access easement to the City of San Antonio and include the San Antonio River Authority at their discretion, or construct the Irrevocable Public Access Easement and

Irrevocable Pedestrian and Vehicular Operations and Maintenance Access Easement dedicated in Subsection 6 above to City of San Antonio and San Antonio River Authority standards. The temporary access easement shall be in substantially the same form shown in **Attachment VII** and approval of construction plans shall be determined by the City Manager or her designee on behalf of the city.

SECTION 5. Reservation of Utility Rights. All presently existing water, recycled water and wastewater lines and facilities, electric transmission and distribution poles, lines and facilities, gas lines and facilities, communication lines and facilities, or any other public utility lines and facilities, if any, may remain in place despite this Ordinance and may continue to be accessed, used, repaired, enlarged, upgraded, replaced and maintained in the ordinary course of business. Any person wanting removal or relocation of an existing utility pole, line or facility must negotiate separately with the pertinent utility. Any person building on the Right-of-Way Segment without first reaching an agreement with a utility having poles, lines or facilities in the segment does so at his own risk. After the date of this Ordinance, other than replacement of an existing pole, line or facility, no utility may add additional utility poles, lines or facilities in the Right-of-Way Segment based on a claim that the Right-of-Way Segment is public right of way. All existing drainage rights in the Right-of-Way Segment are retained by the City. This closure does not give up any right arising other than from the plat or other instrument creating the public street or alley right of way. Neither does this Ordinance create new easement rights.

SECTION 6. If the City Manager finds that each of the conditions listed in this Ordinance have been satisfied, the City Manager or her designee is authorized and directed to execute and deliver a recordable certificate of closure reflecting this ordinance and closing, vacating and abandoning the Right of Way Segments. The City Manager or her designee, severally, are further authorized and directed to execute and deliver all necessary documents, including quit claim deeds approved by the City Attorney's Office, and to do all other things conducive to effect this closure, abandonment, and vacation.

SECTION 7. The Right-of-Way Segments exist by easement. The underlying fee ownership of the Right-of-Way Segments by the adjacent lot owners is now unburdened by the rights closed, vacated, and abandoned.

SECTION 8. Broadway SA Investors GP, LLC shall pay \$411,524.00 to the City of San Antonio. Funds generated by this ordinance will be deposited per the table below:

Amount	General Ledger	Internal Order	Fund
\$411,524.00	4903101	219000000025	11001000


SECTION 9. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds

Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance.

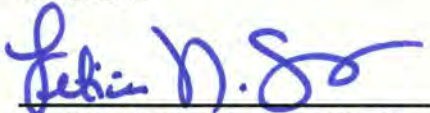
SECTION 10. The disposition of any surplus property must be coordinated through the city's Finance Department to assure the removal of these assets out of the City's financial records and to record the proper accounting transactions.

SECTION 11. This ordinance becomes effective 10 days after passage, unless it receives the eight votes requisite to immediate effectiveness under San Antonio Municipal Code § 1-15, in which case it becomes effective immediately.


PASSED AND APPROVED this 18th day of August, 2016.


M A Y O R
Ivy R. Taylor

ATTEST:


for Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


for Martha G. Sepeda, Acting City Attorney

Agenda Item:	14 (in consent vote: 5, 7, 8, 9, 10, 11, 12, 13, 14, 15, 18, 19, 20, 21, 22)						
Date:	08/18/2016						
Time:	09:17:28 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing the closure, vacation and abandonment of 0.929 acres of East Quincy and Schiller Streets Public Rights of Way located between East Elmira Street and Newell Avenue in Council District 1 as requested by Broadway SA Investors GP, LLC, for a fee of \$411,524.00. [Lori Houston, Assistant City Manager; Mike Frisbie, Director, Transportation & Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		x				x
Alan Warrick	District 2		x			x	
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I



FIELDNOTE DESCRIPTION FOR

A 0.929 acre, or 40,458 square feet more or less, tract of land being all of Schiller Street, a 55.6-foot right-of-way, and a portion of Quincy Street, a variable width right of way, in the City of San Antonio, Bexar County, Texas. Said 0.929 acre tract 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 found ½ inch iron rod at the intersection of the southeast right-of-way line of E. Elmira Street, a variable width right-of-way with the northeast right-of-way line of said Schiller Street, the west corner of a tract described in deed to Broadway SA Investors GP, LLC, recorded in Volume 14877, Page 546 of the Official Public Records of Bexar County, Texas;
- THENCE:** S 33°50'09" E, along and with the southwest right-of-way line of said Broadway SA Investors tract, the northeast right-of-way line of said Schiller Street, a distance of 391.71 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the northwest line of a tract described in deed to San Antonio River Authority recorded in Volume 11171, Page 1297 of Official Public Records of Bexar County, Texas, the south corner of a tract described in deed to San Antonio River Authority recorded in Volume 12806, Page 2470 of said Official Public Records of Bexar County, Texas;
- THENCE:** S 55°56'48" W, along and with the northwest lines of said San Antonio River Authority tract, and a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 13402, Page 772 of said Official Public Records, a distance of 352.63 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;
- THENCE:** S 07°10'16" E, continuing along and with said Broadway SA Investors tract, a distance of 13.56 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the north line of Newell Street;
- THENCE:** N 70°17'20" W, along and with the north right-of-way line of said Newell Street, over and across said Quincy Street, a distance of 50.60 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" at the intersection of the north right-of-way line of said Newell Street with the southeast right-of-way line of Park Avenue, a 55.6-foot right-of-way;

Page 1 of 2

A handwritten signature in blue ink, appearing to read 'PDR', is located to the right of the company contact information.

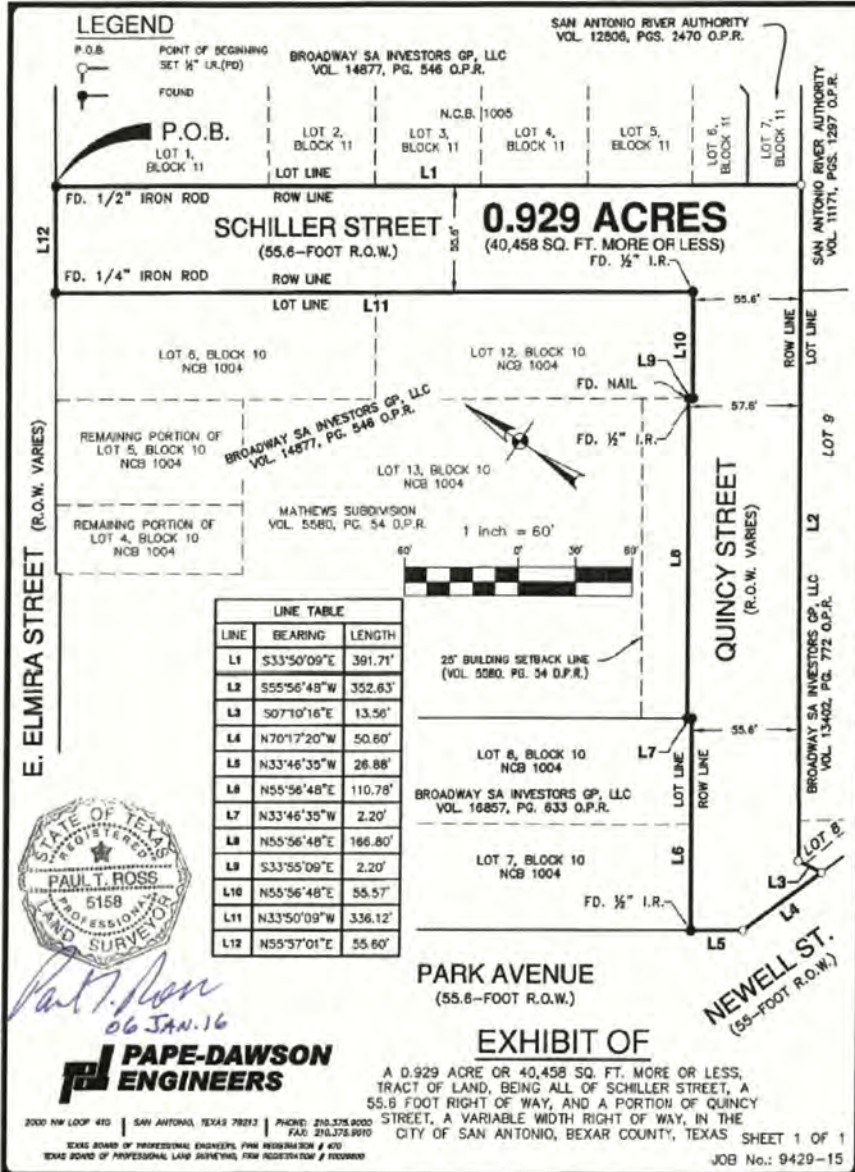
0.929 Acres
Job No. 9429-15
Page 2 of 2

- THENCE: N 33°46'35" W, along and with the southeast right-of-way line of said Park Avenue, a distance of 26.88 feet to a found 1/2 inch iron rod at the intersection of the northwest right-of-way line of said Quincy Street with the southeast right-of-way line of said Park Avenue, the south corner of a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 16857, Page 633, of said Official Public Records;
- THENCE: Departing the northeast right-of-way line of said Park Avenue, along and with the northwest right-of-way line of said Quincy Street, the southeast lines of said Broadway SA Investors tract, and a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 14877, Page 546 of said Official Public Records, the following bearings and distances:
- N 55°56'48" E, a distance of 110.78 feet to a found 1/2 inch iron rod with yellow cap marked "Pape-Dawson";
- N 33°46'35" W, a distance of 2.20 feet to a found 1/2 inch iron rod with yellow cap marked "Pape-Dawson";
- N 55°56'48" E, a distance of 166.80 feet to a found nail;
- S 33°55'09" E, a distance of 2.20 feet to a found 1/2 inch iron rod;
- N 55°56'48" E, a distance of 55.57 feet to a found 1/2 inch iron rod at the intersection of the northwest right-of-way line of Quincy Street with the southwest right-of-way line of Schiller Street, the east corner of said Broadway SA Investors tract;
- THENCE: N 33°50'09" W, along and with the northeast line of said Broadway SA Investors tract, the southwest right-of-way line of said Schiller Street, a distance of 336.12 feet to a 1/4 inch iron rod at the intersection of the southwest right-of-way line of said Schiller Street, the southeast right-of-way line of said E. Elmira Street, the north corner of said Broadway SA Investors tract;
- THENCE: N 55°57'01" E, along and with the southeast right-of-way line of said E. Elmira Street, a distance of 55.60 feet to the POINT OF BEGINNING, and containing 0.929 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9429-15 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: January 6, 2016
JOB NO. 9429-15
DOC. ID. N:\Survey\15\15-9400\9429-15\Word\9429-15 FN.docx
TBPE Firm Registration #470
TBPLS Firm Registration #10/233-00



I PAPE-DAWSON *06 JAD.*



Attachment II



Attachment III

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 LICENSE NUMBER.

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

Drainage Easement Dedication

Grantor: Broadway SA Investors GP, LLC, a Texas limited liability company

Grantor's Address: 303 Pearl Parkway, Suite 300, San Antonio, Texas 78215

Grantee: City of San Antonio

Grantee's Address: P.O. Box 939966, San Antonio, Texas 78283-3966 (Bexar County)

Purpose of Easement: All purposes relating to drainage, including constructing, reconstructing, inspecting, patrolling, maintaining, and repairing storm drainage facilities within the Servient Estate; removing from the Servient Estate all trees and parts thereof, and other obstructions that may interfere with the exercise of the rights granted hereunder; together with the right of ingress and egress over the Servient Estate for the purpose of exercising all other rights hereby granted.

Servient Estate: An approximately 3,569 square foot parcel out of Lot 9A, NCB 1758 in the City of San Antonio, Bexar County, Texas, being legally described and depicted on Exhibit A attached hereto; and

For Ten Dollars in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor grants, dedicates, and conveys to Grantee, a non-exclusive easement in gross in perpetuity over, across, under, and upon the Servient Estate. The easement may be used only for the Purpose of Easement stated above. Grantor covenants for itself, its heirs, executors, successors, and assigns that no

building or obstruction of any kind will be placed on the Servient Estate; provided, however, that Grantor, its successor and assigns, shall have the right to dedicate, construct, place, maintain, lay, inspect, protect, operate, repair, alter, substitute, replace and remove upon its tract (a) roads, streets, parking lots, sidewalks, and landscaping (including trees) over, across and along the Servient Estate and Grantor's adjacent property including retaining walls necessary for construction of such items, and (b) electric, gas and water lines or public utilities across and through the Servient Estate, and such activities shall not constitute interference with the easement so long as such items do not unreasonably impair Grantee's use of the easement for the Purpose of Easement. Grantee may remove any improvements or activities that unreasonably impair Grantee's use of the easement and shall not be responsible to repair or replace any improvements or activities removed.

By accepting this easement, Grantee agrees as follows:

1. Grantee shall not permit any liens to attach to the Servient Estate or Grantor's adjacent property as a result of any work done by or on behalf of Grantee thereon and shall pay all costs and expenses arising in connection therewith.

2. It is understood and agreed that Grantee's work within the Servient Estate shall proceed with reasonable diligence and in good faith to completion such that the periods during which construction or maintenance activities are occurring on the Servient Estate are of the shortest duration as is practicable. At all times when Grantee, its agents, invitees, employees, contractors, licensees, successors and assigns are present and actively constructing or maintaining the drainage improvements, Grantee shall erect barricades along the affected portions of the Servient Estate to segregate such portions from the balance of Grantor's adjacent property, as reasonably required, to promote the safety of Grantor, its agents, invitees, employees, contractors, licensees, successors and assigns and to protect the trees on Grantor's adjacent property. After the construction of Grantee's drainage improvements and also after any later operation done or caused to be done by Grantee which affects the Servient Estate and/or Grantor's adjacent land or any part thereof, Grantee shall promptly restore the surface grade affected thereby to as nearly as practicable the same condition it was prior to such operation. Grantee shall repair any damage (including, without limitation, damaged landscaping and/or surface improvements) caused solely by Grantee, its employees or persons acting under its control, during any such operations.

3. To the extent permitted by law, Grantee agrees to assume the risks, release and hold the Grantor harmless from claims for injuries and damages which may occur from the use and occupancy of the easement by Grantee or persons acting under Grantee's control.

By accepting this easement, Grantee does not assume the duty to maintain the Servient Estate for cosmetic purposes. Cosmetic maintenance remains the responsibility of the owner of the underlying fee interest. Grantee's sole rights and duties under this instrument relate to drainage; provided, however, that nothing herein shall limit Grantee's obligations to restore the surface grade or repair damage in accordance with paragraph 2 above.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, until the use of said easement shall be abandoned by

Grantee, and Grantor hereby binds itself, and its successors, to warrant and forever defend all and singular the above described easement and rights unto the Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms, conditions and provisions set forth herein, including but not limited to any and all matters of record in Bexar County, Texas and all matters that would be shown by an accurate survey of the Servient Estate.

[Signature Page Follows]

Witness my hand, this _____ day of July 2016.

Broadway SA Investors GP, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BEXAR §

Subscribed and sworn to before me, the undersigned notary public, on this _____ day of July 2016 by _____, _____ of Broadway SA Investors GP, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Printed Name: _____

My commission expires: _____

Accepted under Ordinance: _____

EXHIBIT A



6477 FM 311 | PO BOX 992
SPRING BRANCH, TX 78070
830.228.5788 P | 830.885.2170 F
WWW.MSENGR.COM | TBPLS #10044200

FN NO. 14HNTB001
May 4, 2016

Parcel No.: 19487
Project No.: 40-00327
Project Name: McCullough Avenue Area Drainage
Owner's Name: Broadway SA Investors GP LLC
Page 1 of 3

**FIELD NOTES
0.082 OF ONE ACRE TRACT OF LAND
(3,569 sq. ft.)
DRAINAGE EASEMENT**

OF A 0.082 ACRE TRACT LOCATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING A PORTION OF LOT 9A, NCB 1758 OF THE CITY OF SAN ANTONIO, SAME BEING THAT CERTAIN 0.465 ACRE TRACT CONVEYED FROM DAVID M. WALLACE, JOINED PRO FORMA BY HIS SPOUSE, MARY E. H. WALLACE TO BROADWAY SA INVESTORS GP LLC BY DEED OF RECORD IN VOLUME 13402, PAGE 772 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SAID 0.082 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND $\frac{1}{4}$ INCH IRON ROD AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET (R.O.W. VARIES) AT THE NORTHERLY CUT-BACK CORNER WITH THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NEWELL STREET (R.O.W. VARIES), BEING THE WESTERNMOST CORNER OF SAID 0.465 ACRE TRACT;

THENCE, N 55° 52' 20" E, ALONG THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET, A DISTANCE OF 20.93 FEET TO THE NORTHERLY CORNER HEREOF;

THENCE, LEAVING THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET, INTO AND ACROSS SAID 0.465 ACRE TRACT, THE FOLLOWING COURSES:

S 73° 28' 54" E, A DISTANCE OF 128.56 FEET TO AN ANGLE POINT;

N 16° 31' 06" E, A DISTANCE OF 15.03 FEET TO AN ANGLE POINT;

S 73° 28' 54" E, A DISTANCE OF 14.04 FEET TO A POINT IN THE EASTERLY LINE OF SAID 0.465 ACRE TRACT, FOR THE EASTERLY CORNER HEREOF;

THENCE, S 19° 12' 32" W, ALONG A PORTION OF THE EASTERLY LINE OF SAID 0.465 ACRE TRACT, A DISTANCE OF 37.58 FEET TO THE SOUTHERLY CORNER HEREOF;

THENCE, N 73° 28' 54" W, INTO AND ACROSS SAID 0.465 ACRE TRACT, A DISTANCE OF 151.33 FEET TO A POINT IN THE CUT-BACK LINE AT THE INTERSECTION OF THE SOUTHEASTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF NEWELL STREET, FOR THE WESTERLY CORNER HEREOF;

THENCE, N 07° 14' 44" W, ALONG THE AFOREMENTIONED CUT-BACK LINE, PASSING AT A DISTANCE OF 4.20 FEET A FOUND ¼ INCH IRON ROD WITH PAPE-DANSON CAP, AND CONTINUING FOR A TOTAL DISTANCE OF 6.90 FEET TO THE **POINT OF BEGINNING**, CONTAINING AN AREA OF 0.082 ACRES (3,569 SQ. FT.) OF LAND, MORE OR LESS.

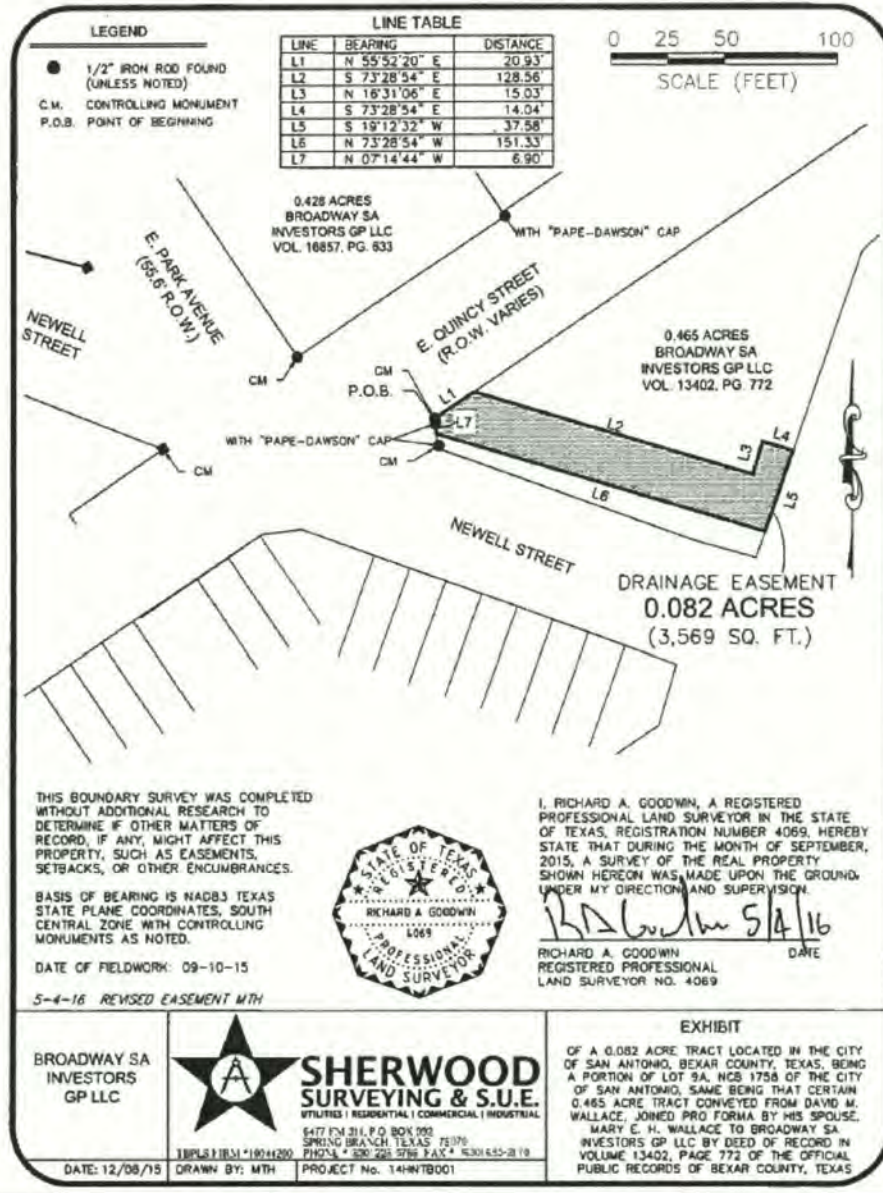
I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

SHERWOOD SURVEYING & SUE, LLC
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
TBPLS FIRM #10044200

Richard A. Goodwin 5/1/16
RICHARD A. GOODWIN DATE
R.P.L.S. #4069 STATE OF TEXAS





Attachment IV



Attachment V

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 LICENSE NUMBER.

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

Utility Easement Dedication

Grantor: Broadway SA Investors GP, LLC, a Texas limited liability company

Grantor's Address: 303 Pearl Parkway, Suite 300, San Antonio, Texas 78215

Grantee: City of San Antonio

Grantee's Address: P.O. Box 939966, San Antonio, Texas 78283-3966 (Bexar County)

Purpose of Easement: The construction, installation, maintenance, operation, repair, replacement and use of underground and overhead electric transmission and distribution lines, and underground and overhead telecommunication lines, consisting of variable numbers of wires and cables, including poles, junction boxes and related equipment, and all other necessary or desirable appurtenances for such transmission or lines

Servient Estate: An approximately 50 square foot parcel out of Lots 7 and 8, Block 10 NCB 1004 in the City of San Antonio, Bexar County, Texas, legally described and depicted on Exhibit A attached hereto.

For Ten Dollars in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Grantor grants, dedicates, and conveys to Grantee, a non-exclusive easement in gross in perpetuity over, across, under, and upon the Servient Estate. The easement may be used only for the Purpose of Easement stated above. Grantor covenants for itself, its heirs, executors, successors, and assigns that no building or obstruction of any kind will be placed on the Servient Estate; provided, however, that Grantor, its successor and assigns, shall have the right to dedicate, construct, place, maintain, lay, inspect, protect, operate, repair, alter, substitute, replace and remove

upon its tract (a) roads, streets, parking lots, sidewalks, signage, and landscaping (including trees) over, across and along the Servient Estate and Grantor's adjacent property including retaining walls necessary for construction of such items, and (b) electric, gas and water lines or public utilities across and through the Servient Estate, and such activities shall not constitute interference with the easement so long as such items do not unreasonably impair Grantee's use of the easement for the Purpose of Easement.

By accepting this easement, Grantee agrees as follows:

1. Grantee shall not permit any liens to attach to the Servient Estate or Grantor's adjacent property as a result of any work done by or on behalf of Grantee thereon and shall pay all costs and expenses arising in connection therewith.

2. It is understood and agreed that Grantee's work within the Servient Estate shall proceed with reasonable diligence and in good faith to completion such that the periods during which construction or maintenance activities are occurring on the Servient Estate are of the shortest duration as is practicable. At all times when Grantee, its agents, invitees, employees, contractors, licensees, successors and assigns are present and actively constructing or maintaining the utility improvements, Grantee shall erect barricades along the affected portions of the Servient Estate to segregate such portions from the balance of Grantor's adjacent property, as reasonably required, to promote the safety of Grantor, its agents, invitees, employees, contractors, licensees, successors and assigns and to protect the trees on Grantor's adjacent property. After the construction of Grantee's utility improvements and also after any later operation done or caused to be done by Grantee which affects the Servient Estate and/or Grantor's adjacent land or any part thereof, Grantee shall promptly restore the surface grade affected thereby to as nearly as practicable the same condition it was prior to such operation.

3. To the extent permitted by law, Grantee agrees to assume the risks, release and hold the Grantor harmless from claims for injuries and damages which may occur from the use and occupancy of the easement by Grantee or persons acting under Grantee's control.

By accepting this easement, Grantee does not assume the duty to maintain the Servient Estate for cosmetic purposes. Cosmetic maintenance remains the responsibility of the owner of the underlying fee interest. Grantee's sole rights and duties under this instrument relate to utilities; provided, however, that nothing herein shall limit Grantee's obligations to restore the surface grade or repair damage in accordance with paragraph 2 above.

TO HAVE AND TO HOLD the rights and interests described unto Grantee and its successors and assigns forever, until the use of said easement shall be abandoned by Grantee, and Grantor hereby binds itself, and its successors, to warrant and forever defend all and singular the above described easement and rights unto the Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise, subject to the terms, conditions and provisions set forth herein, including but not limited to any and all matters of record in Bexar County, Texas and all matters that would be shown by an accurate survey of the Servient Estate.

Witness my hand, this _____ day of July 2016.

Broadway SA Investors GP, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

Subscribed and sworn to before me, the undersigned notary public, on this _____ day of July 2016 by _____, _____ of Broadway SA Investors GP, LLC, a Texas limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

Printed Name: _____

My commission expires: _____

Accepted under Ordinance: _____

EXHIBIT A



6477 FM 311 | PO BOX 992
SPRING BRANCH, TX 78070
830.228.5788 P | 830.885.2170 F
WWW.MSENGR.COM | TBPLS #10044200

FN NO. 14HNTB001
DECEMBER 8, 2015

Parcel No.: 19482
Project No.: 40-00327
Project Name: McCullough Avenue Area Drainage
Owner's Name: Broadway SA Investors GP LLC
Page 1 of 3

FIELD NOTES
0.001 OF ONE ACRE TRACT OF LAND
(50 sq. ft.)

OF A 0.001 ACRE TRACT LOCATED IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, BEING A PORTION OF LOTS 7 AND 8, BLOCK 10, NCB 1004 OF THE CITY OF SAN ANTONIO, SAME BEING THAT CERTAIN 0.428 ACRE TRACT CONVEYED FROM JOHN E. SMOTHERS AND WIFE, PATRICIA J. SMOTHERS TO BROADWAY SA INVESTORS GP LLC BY DEED OF RECORD IN VOLUME 16857, PAGE 633 OF THE OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS, SAID 0.001 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING, AT A FOUND ½ INCH IRON ROD AT THE INTERSECTION OF THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET (R.O.W. VARIES) AND THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E. PARK AVENUE (55.6' R.O.W.), BEING THE SOUTHERLY CORNER OF SAID 0.428 ACRE TRACT AND HEREOF;

THENCE, N 33° 51' 14" W, LEAVING THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E. PARK AVENUE, A DISTANCE OF 10.00 FEET TO THE NORTHWESTERLY CORNER HEREOF;

THENCE, S 78° 55' 46" E, LEAVING THE NORTHEASTERLY RIGHT-OF-WAY LINE OF E. PARK AVENUE, INTO AND ACROSS SAID 0.428 ACRE TRACT, A DISTANCE OF 14.12 FEET TO A POINT IN THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET, FOR THE NORTHEASTERLY CORNER HEREOF;

THENCE, S 55° 59' 42" W, ALONG THE NORTHWESTERLY RIGHT-OF-WAY LINE OF E. QUINCY STREET, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING, CONTAINING AN AREA OF 0.001 ACRES (50 SQ. FT.) OF LAND, MORE OR LESS.

I, RICHARD A. GOODWIN, A REGISTERED PROFESSIONAL LAND SURVEYOR, DO
HEREBY CERTIFY THAT THE PROPERTY DESCRIBED HEREIN WAS DETERMINED FROM
A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

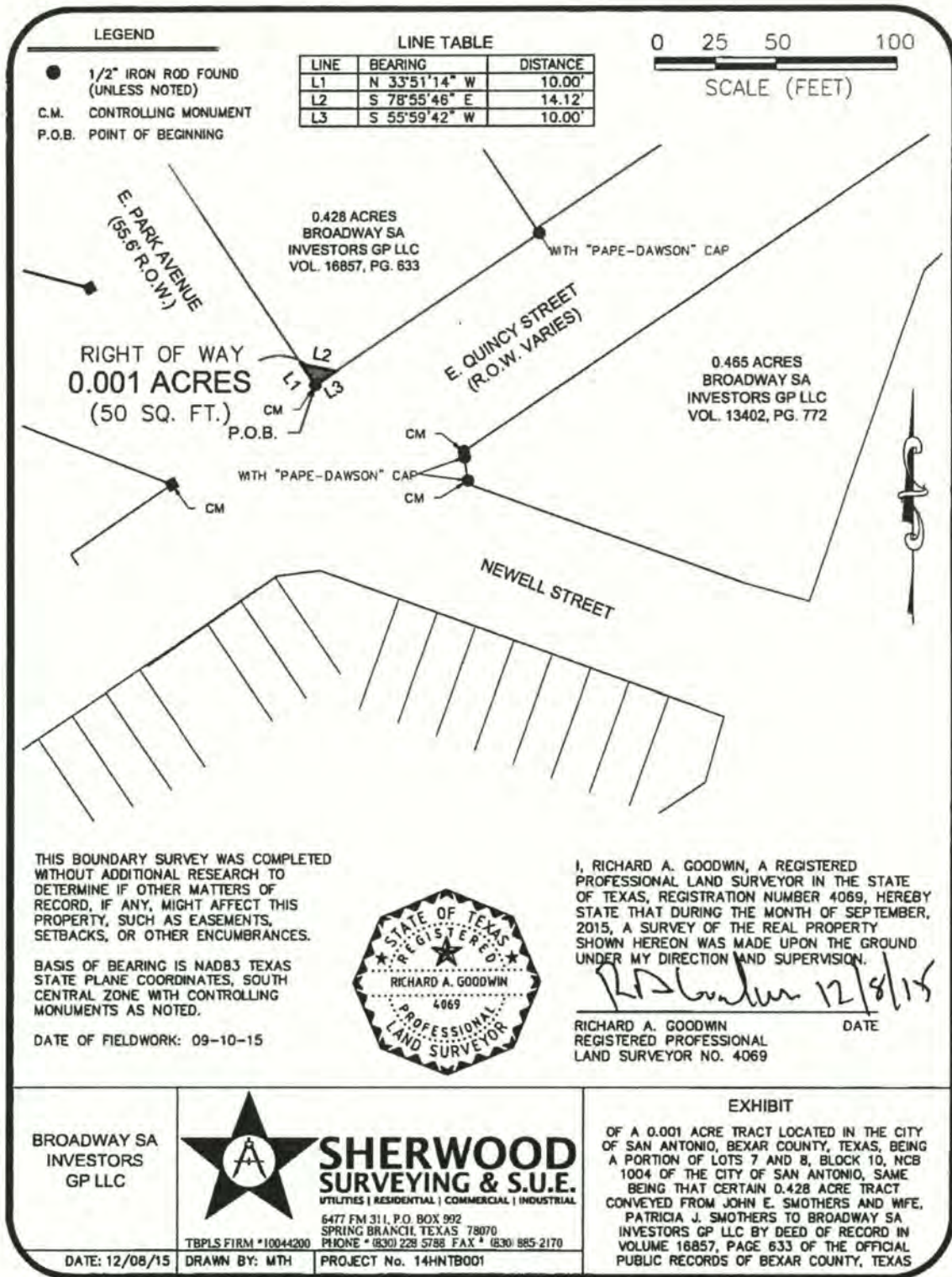
A SURVEY EXHIBIT WAS PREPARED ON THIS SAME DATE. BASIS OF BEARING IS
NAD 83 TEXAS STATE PLANE COORDINATES, SOUTH CENTRAL ZONE.

SHERWOOD SURVEYING & SUE, LLC
P.O. BOX 992
SPRING BRANCH, TEXAS 78070
TBPLS FIRM #10044200

Richard A. Goodwin 12/8/15

RICHARD A. GOODWIN DATE
R.P.L.S. #4069 STATE OF TEXAS





Attachment VI

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.

Irrevocable Public Access Easement

Effective Date: _____, 2016

Grantor: **BROADWAY SA INVESTORS GP, LLC**, a Texas limited liability company, as owner of the Servient Estate

Grantor's Mailing Address: 303 Pearl Parkway, Suite 300, San Antonio, Texas 78215

Grantees:

CITY OF SAN ANTONIO ("CoSA"), its successors, and assigns, for the benefit of the general public (subject to the terms and conditions hereof); and

THE SAN ANTONIO RIVER AUTHORITY ("SARA"), its successors, and assigns, for the benefit of the general public (subject to the terms and conditions hereof).

Grantee's Mailing Address: P.O. Box 839966 100 East Guenther Street
San Antonio, Texas 78283-3966 San Antonio, Texas 78283
(City of San Antonio) (SARA)

Easement Property / Servient Estate: The following described land:

- (1) that certain twelve foot (12') wide strip of land depicted on **Exhibit A** hereto, such strip being divided into and encompassing:
 - (a) the eight foot (8') wide Access Way described below,
 - (b) the two (2) Shoulders described below, each consisting of a one foot (1') wide strip of land, one running parallel and adjacent to the western boundary of the Access Way and one running parallel and adjacent to the eastern boundary of the Access Way, and
 - (c) the two (2) No-Build Buffers described below, each consisting of a one foot (1') wide strip of land, one running parallel and adjacent to the western exterior boundary of the western Shoulder and one running parallel and adjacent to the eastern exterior boundary of the eastern Shoulder;

(2) that certain approximately twenty-seven foot (27') x thirty foot (30') land area ("Turnaround Area") depicted on Exhibit A hereto.

The Servient Estate description shall be amended in the event of a relocation of the Easement pursuant to paragraph 4 below or an Approved Functional Width Reduction pursuant to paragraph 3(c) below.

Grantor's Overall Tract: The Servient Estate comprises portions of (1) that certain tract of real property conveyed to Grantor in instrument recorded at Volume 13402, Page 772, Real Property Records of Bexar County, such tract comprising approximately 0.465 acre out of Lot 9A, N.C.B. 1758 and being more fully described in such instrument, and (2) the former right-of-way of East Quincy Street, which right-of-way was closed, abandoned and vacated prior to the date hereof pursuant to the terms and conditions of Ordinance No. _____ adopted by the City of San Antonio on _____, 2016 (the "Closure Ordinance")

Benefitted Tracts: Lot 7, Block 11, N.C.B. 1005, San Antonio, Bexar County, Texas and the approximately 3,011 square feet of land adjacent thereto (being a portion of Lot 9, N.C.B. 1758) conveyed to SARA in instrument recorded at Volume 11171, Page 1297, Real Property Records of Bexar County, Texas, along with the land and improvements comprising the San Antonio River Improvements Project as described in _____ (the "San Antonio River Improvements Project"), which Benefitted Tracts are depicted on Exhibit A attached hereto.

Easement Purposes:

(A) Providing CoSA and SARA non-exclusive public pedestrian ingress and egress from Newell Avenue over and across the Access Way in order to maintain public access to the San Antonio River Improvements Project (the "Public Access Purpose"); and

(B) Providing SARA non-exclusive pedestrian and vehicular access for SARA and its agents, employees and contractors to the Benefitted Tracts over and across the Access Way and the Shoulders for operations and maintenance of the Benefitted Tracts, together with use of the No-Build Buffer as necessary in connection with such access for operations and maintenance (the "O&M Purpose").

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Grant of Easements: Grantor grants, sells, and conveys to Grantees non-exclusive easements over, on, and across the applicable portions of the Easement Property for the designated Easement Purposes (subject to the terms concerning the Public Access Purpose and the O&M Purpose), together with all and singular the rights and appurtenances thereto in any way belonging (collectively, the "Easement"), subject, however, to all covenants, conditions, restrictions, easements and any other encumbrances that affect the Easement Property and all

matters that would be shown by an accurate survey of the Easement Property, to have and to hold the Easement unto Grantees until the same shall expire pursuant to the terms of paragraph 2 below, provided this conveyance is made without any statutory, express or implied warranty of title.

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

1. *Character of Easement.* The Easement is non-exclusive and shall be used by Grantees in common with the public, including without limitation, Grantor and other owners of the properties adjacent to the Easement Property, and their respective tenants, agents, contractors, employees and invitees. This Easement burdens the Servient Estate and shall run with the title to the Servient Estate. As it relates to the O&M Purpose, this Easement is appurtenant to the Benefitted Tract and shall run with title to the Benefitted Tract. As it relates to the Public Access Purpose, this Easement is in an easement in gross in favor of CoSA and SARA.

2. *Duration of Easement.* The Easement shall be perpetual and may only be terminated by an instrument executed by Grantees and the owner of the Easement Property. Grantor shall ensure that there are no liens associated with the Easement Property, and if there are such liens, such liens shall be subordinated to this Easement granted to Grantees.

3. *Improvement and Maintenance of Easement Property.*

a. *Access Way.* Prior to the date that Grantor commences the removal of street improvements within the former rights-of-way of East Quincy Street and Schiller Street (which were closed, abandoned and vacated by the Closure Ordinance), Grantor or its designee shall construct, at its sole cost and expense, an eight foot (8') wide access way that will accommodate the Public Access Purpose and the O&M Purpose (such 8' wide access way referred to herein as the "Access Way").

b. *Shoulders.* At the same time as the Access Way is constructed, Grantor shall also construct a one foot (1') wide shoulder on each side of the Access Way (collectively, the "Shoulders") using a stabilized subsurface material so as to support vehicular use. The Shoulders shall be covered by a surface material of Grantor's choosing, such as mulch, gravel, grass, or pavers, and kept clear of structures or shrubs or trees so as not to impede vehicular traffic. The Access Way along with the Shoulders shall provide SARA with ten feet (10') of functional vehicular access to the Benefitted Tracts.

c. *No-Build Buffer.* The one-foot (1') wide strip of land immediately adjacent to the outside edge of each Shoulder is herein referred as the "No-Build Buffer". Grantor shall not construct or place permanent improvements (such as buildings, walls, or fences) or plant trees or large shrubs within such No-Build Buffer; provided, however, that Grantor may plant and maintain minor shrubs within such No-Build Buffer. The purpose of the No-Build Buffer is to permit access to and from vehicles being utilized by SARA for the O&M Purpose when such vehicles are parked along the Access Way.

d. *Plan Approvals.* The Access Way shall be constructed according to plans and specifications therefor approved by both Grantees, which approval shall not be unreasonably withheld, provided that at a minimum the Access Way shall be an uncovered path, constructed of weatherproof material, and meet state and federal Americans with Disabilities Act (ADA) design standards ensuring the Access Way is accessible to persons with disabilities. The Shoulders shall be constructed according to plans and specifications therefor approved by SARA.

e. *Approved Functional Width Reductions.* Notwithstanding any other provision contained herein, Grantor and SARA agree to coordinate in good faith upon the plans and specifications for the Shoulders and the No-Build Buffer and that SARA will agree to reduce the width of either or both of such areas so long as such reductions do not impair the functionality of the Access Way for the O&M Purpose, as determined by SARA in its reasonable discretion. Such reductions in width may be at specific locations or along the entirety of the Easement Property and each such reduction as agreed to be SARA are hereinafter referred to as an "Approved Functional Width Reduction". Notwithstanding any other provision contained herein, all the parties hereto (including the City) agree that the City's consent or approval shall not be required in connection with an Approved Functional Width Reduction and that Grantor and SARA may execute and record an instrument of record acknowledging such Approved Functional Width Reduction and its effect on the Easement without the joinder of the City; provided, however, that no such Approved Functional Width Reduction may impact the width or design of the Access Way.

f. *Maintenance.* Grantor shall maintain the Easement Property (including the Access Way, the Shoulders and the No-Build Buffer) at its sole cost and expense.

4. *Relocation.* Notwithstanding anything herein to the contrary, if at the time Grantor commences construction of the Access Way and Shoulders contemplated by paragraph 3 above it is necessary or desirable to construct the same in a location other than the Easement Property, or, if from time to time thereafter Grantor shall determine that in connection with the use and development of its adjacent property it is necessary or desirable to relocate the Easement Property from its then current location to other land within the "Access Way Envelope" depicted on the attached **Exhibit A** (the "Access Way Envelope") that is owned by Grantor and/or by another party who has consented to the relocation of the Easement Property onto such land, then Grantor shall notify Grantees in writing at least 30 days prior to the start of any construction that it has elected to relocate the Easement Property, and such relocation shall be effective upon the last to occur of (i) Grantor's recording of an amendment to this Irrevocable Public Access Easement meeting the criteria described below (a "Relocation Amendment") and (ii) Grantor's completion of the Access Way and Shoulder improvements on the newly designated Easement Property. Any Relocation Amendment filed by Grantor for these purposes must (i) cite this paragraph 4, (ii) contain a legal description of the new Easement Property (on which the relocated Access Way, Shoulders and No-Build Buffer shall be located), which must be situated within the Access Way Envelope, (iii) be executed by the owners of all land on which the relocated Easement Property is situated, and (iv) contain an acknowledgement by the owners of all

land on which the relocated Easement Property is situated that this Irrevocable Public Access Easement (as amended by the Relocation Amendment) is binding upon the relocated Easement Property and will run with the land comprising such relocated Easement Property. In no event shall Grantor be permitted to remove or demolish any existing Access Way or Shoulder improvements until replacement improvements are completed. Any new Access Way or Shoulder improvements constructed in accordance with this paragraph 4 shall comply with the requirements set forth in paragraph 3 above and shall be constructed in accordance with plans and specifications therefor approved in accordance with paragraph 3 above. The No-Build Buffer shall be subject to the same requirements provided for above in paragraph 3(c) but the same provisions relating to Approved Functional Width Reduction shall apply in the event of a relocation. It is further agreed that if (a) Grantor ever acquires the Benefitted Tracts and (b) thereafter seeks to substitute new access to the San Antonio River Improvements Project in place of the public access configuration existing on the Benefitted Tracts, then any such replacement access must be equal to or better than the access existing on the Benefitted Tracts in terms of ADA accessibility and other relevant public access criteria (such as the existence of both staircases and ramps in the current public access configuration on the Benefitted Tracts).

5. *Right to Remove Obstructions.* Grantees shall have the right to remove from the Easement Property all trees and other obstructions that may interfere with their respective Easement Purposes.

6. *Entire Agreement.* This agreement and any exhibits are the entire agreement of the parties concerning the Easement Property, and the grant of the Easement by Grantor to Grantee. Grantor represents that it is a Texas limited liability company, duly organized, validly existing, and in good standing under the laws of the State of Texas with authority to grant this Easement to Grantee. There are no representations or warranties other than those contained in this agreement and neither party is relying on any statements or representations of any agent of the other party that are not in this agreement and any exhibits.

7. *Recitals.* Any recitals in this agreement are represented to be accurate and constitute a part of the substantive agreement.

8. *Time.* Time is of the essence. Unless otherwise specified, all references to "days" mean calendar days. Business days exclude Saturdays, Sundays, and legal public holidays. If the date for performance of any obligation falls on a Saturday, Sunday, or legal public holiday, the date for performance will be the next following regular business day.

[Signature Pages Follow]

GRANTOR:

BROADWAY SA INVESTORS GP, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2016,
by _____, the _____ of
Broadway SA Investors GP, LLC, a Texas limited liability company, on behalf of said limited
liability company and in the capacity therein stated.

Notary Public in and for the State of Texas

[Acceptance by Grantee follows on next page]

EACH GRANTEE BY ITS EXECUTION OF THIS AGREEMENT BELOW
ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS HEREOF.

COSA:

SARA:

CITY OF SAN ANTONIO,
a municipal corporation

SAN ANTONIO RIVER AUTHORITY

By: _____

By: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2016,
by _____, the _____ of the
City of San Antonio, a municipal corporation, on behalf of said corporation and in the capacity
therein stated.

Notary Public in and for the State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2016,
by _____, the _____ of the
San Antonio River Authority, a _____, on behalf of said _____ and in the capacity
therein stated.

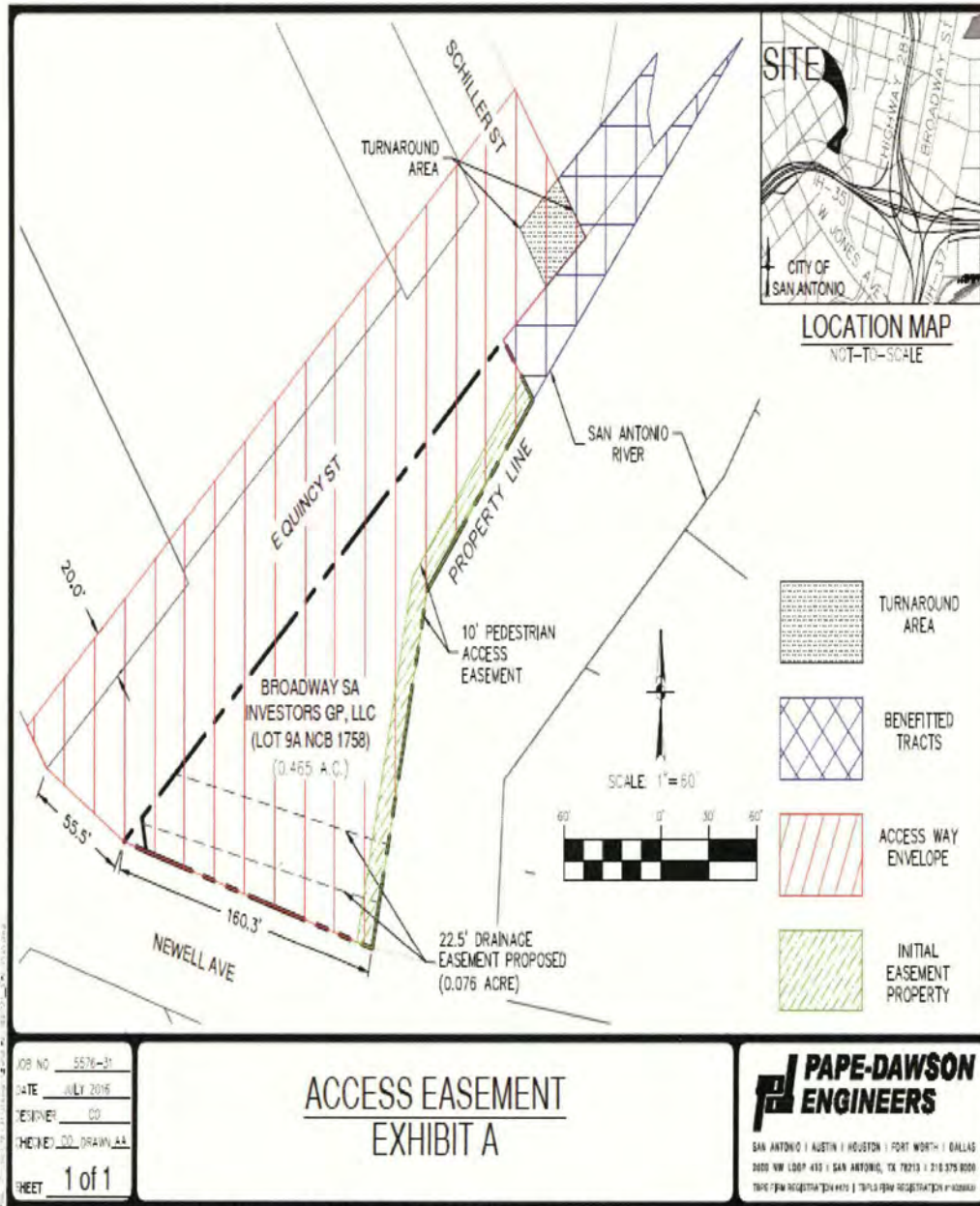
Notary Public in and for the State of Texas

Exhibits:

Exhibit A – Site Plan

EXHIBIT A

SITE PLAN



JOB NO. 5574-31
 DATE JULY 2016
 DESIGNER CD
 CHECKED CD DRAWN AA
 SHEET 1 of 1

**ACCESS EASEMENT
EXHIBIT A**

**PAPE-DAWSON
ENGINEERS**

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
 2000 NW LOOP 430 | SAN ANTONIO, TX 78213 | 210.375.9000
 TRAFFIC ENGINEERING | CIVIL ENGINEERING | SURVEYING

Attachment VII

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 License Number.

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

Temporary Public Passage Easement

Background:

1. Street Closure Petition. Grantor petitioned the Grantee to permanently close, vacate, and abandon the part of the East Quincy Street and Schiller Street public rights-of-way in the City of San Antonio, such area comprising approximately 0.929 acres and being particularly described on **Exhibit "A"** attached hereto and made a part hereof (the "Vacated ROW").

2. Irrevocable Public Access Easement. The Grantee approved the closure of the Vacated ROW pursuant to Ordinance No. _____ approved on _____, 201_ by the San Antonio City Council subject to the requirement that the Grantee and Grantor enter into a certain Irrevocable Public Access Easement (the "Irrevocable Access Easement") that sets forth certain obligations of Grantor to construct an Access Way and Shoulders within a twelve foot (12') wide easement, as more fully described in the Irrevocable Access Easement (collectively, the "Construction Obligations") and grant this Temporary Public Passage Easement, to survive until such time as the Construction Obligations are completed.

Conveyance:

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00), and other good and valuable consideration in hand paid, and in consideration of the mutual agreements herein made, the receipt and sufficiency of which are hereby acknowledged, the undersigned hereby agree as follows:

Grantor: BROADWAY SA INVESTORS GP, LLC

Grantor's Address: 303 Pearl Parkway, Suite 300, San Antonio, Texas 78215

Grantee: City of San Antonio

Grantee's Address: P.O. Box 839966, San Antonio, Texas 78283-3966 (Bexar County)

Purpose of Vehicular and pedestrian access by the Grantee and the

Easement: general public.

Property: The Vacated ROW.

Term: This Temporary Public Passage Easement shall automatically terminate at such time as the Construction Obligations have been satisfied and accepted by the Grantee in accordance with the Irrevocable Access Easement. At the request of Grantor, the Grantee agrees to execute an instrument in recordable form evidencing the release and termination of this Temporary Public Passage Easement.

Grantor grants and conveys to Grantee a temporary easement in gross, over, across, under, and upon the Property for the Purpose of Easement. Grantee may (A) construct, maintain, reconstruct, remove, relocate, and replace improvements related to the Purpose of Easement anywhere within the Property; (B) inspect, patrol, and police the Property; (C) remove all trees and other vegetation and all other natural or artificial obstructions from the Property; (D) further excavate, fill, level, grade, pave, and otherwise improve the Property as may be conducive to the Purpose of Easement; and (E) exercise such other powers and uses as may be ordinarily exercised with respect to the policing, maintenance and repair of a public street, subject to the terms, conditions and provisions set forth herein; provided, however, that the parties hereto expressly disclaim any intent to permanently dedicate the Property as a public street. They further disclaim the intent to make the Property subject to any of the requirements of state or local law pertaining to street closure, vacation, or abandonment upon expiration of this easement according to its terms. Grantor covenants for itself, its heirs, executors, successors, and assigns that no permanent building or obstruction of any kind will be placed on the Property during the Term of this Easement. Except as expressly provided herein with respect to Temporary Closures (as defined below), Grantor has no authority or right to interfere with Grantee's repair and management rights created hereby and Grantee hereby acknowledges that Grantor is not assuming any duties or obligations related to the maintenance, repair or replacement of the Temporary Public Passage Easement until such time as the Temporary Public Passage Easement has been terminated as set forth above.

To Have and To Hold the above described easement and rights unto the Grantee until the Construction Obligations have been satisfied and accepted by the Grantee in accordance with the Irrevocable Access Easement.

Grantor binds itself and its heirs, executors, successors, and assigns, to warrant and forever defend, all and singular, the above described easement and rights unto Grantee against every person whomsoever lawfully claiming or to claim the same or any part thereof by, though, or under Grantor but not otherwise.

[Signature Pages Follow]

In Witness Whereof, Grantor has caused it representative to set its hand, this _____ day of 2016.

GRANTOR:

BROADWAY SA INVESTORS GP, LLC,
a Texas limited liability company

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, the _____ of Broadway SA Investors GP, LLC, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

Notary Public in and for the State of Texas

[Acceptance by Grantee follows on next page]

GRANTEE BY ITS EXECUTION OF THIS AGREEMENT BELOW ACKNOWLEDGES AND AGREES TO THE TERMS AND CONDITIONS HEREOF.

CITY OF SAN ANTONIO,
a municipal corporation

By: _____

By: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2016, by _____, the _____ of the City of San Antonio, a municipal corporation, on behalf of said corporation and in the capacity therein stated.

Notary Public in and for the State of Texas

Exhibits:
Exhibit A – Site Plan

Exhibit A



FIELDNOTE DESCRIPTION
FOR

A 0.929 acre, or 40,458 square feet more or less, tract of land being all of Schiller Street, a 55.6-foot right-of-way, and a portion of Quincy Street, a variable width right of way, in the City of San Antonio, Bexar County, Texas. Said 0.929 acre tract 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 found 1/2 inch iron rod at the intersection of the southeast right-of-way line of E. Elmira Street, a variable width right-of-way with the northeast right-of-way line of said Schiller Street, the west corner of a tract described in deed to Broadway SA Investors GP, LLC, recorded in Volume 14877, Page 546 of the Official Public Records of Bexar County, Texas;
- THENCE:** S 33°50'09" E, along and with the southwest right-of-way line of said Broadway SA Investors tract, the northeast right-of-way line of said Schiller Street, a distance of 391.71 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson" on the northwest line of a tract described in deed to San Antonio River Authority recorded in Volume 11171, Page 1297 of Official Public Records of Bexar County, Texas, the south corner of a tract described in deed to San Antonio River Authority recorded in Volume 12806, Page 2470 of said Official Public Records of Bexar County, Texas;
- THENCE:** S 55°56'48" W, along and with the northwest lines of said San Antonio River Authority tract, and a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 13402, Page 772 of said Official Public Records, a distance of 352.63 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson" for an angle point;
- THENCE:** S 07°10'16" E, continuing along and with said Broadway SA Investors tract, a distance of 13.56 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson" on the north line of Newell Street;
- THENCE:** N 70°17'20" W, along and with the north right-of-way line of said Newell Street, over and across said Quincy Street, a distance of 50.60 feet to a set 1/2 inch iron rod with yellow cap marked "Pape-Dawson" at the intersection of the north right-of-way line of said Newell Street with the southeast right-of-way line of Park Avenue, a 55.6-foot right-of-way;

A handwritten signature in blue ink, appearing to be 'PDR', is written over the company name and website information in the footer.

0.929 Acres
Job No. 9429-15
Page 2 of 2

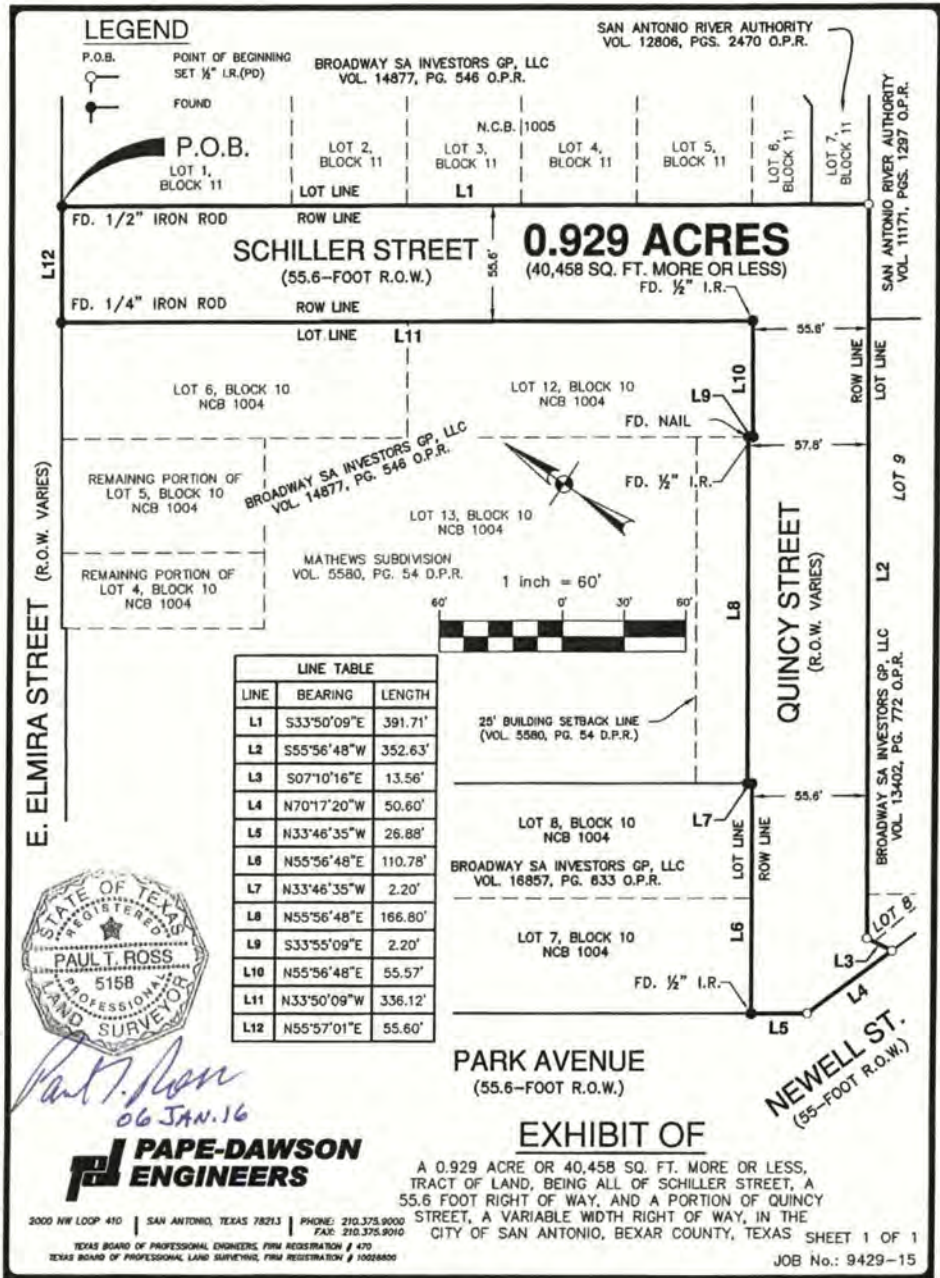
- THENCE: N 33°46'35" W, along and with the southeast right-of-way line of said Park Avenue, a distance of 26.88 feet to a found ½ inch iron rod at the intersection of the northwest right-of-way line of said Quincy Street with the southeast right-of-way line of said Park Avenue, the south corner of a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 16857, Page 633, of said Official Public Records;
- THENCE: Departing the northeast right-of-way line of said Park Avenue, along and with the northwest right-of-way line of said Quincy Street, the southeast lines of said Broadway SA Investors tract, and a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 14877, Page 546 of said Official Public Records, the following bearings and distances:
- N 55°56'48" E, a distance of 110.78 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson";
- N 33°46'35" W, a distance of 2.20 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson";
- N 55°56'48" E, a distance of 166.80 feet to a found nail;
- S 33°55'09" E, a distance of 2.20 feet to a found ½ inch iron rod;
- N 55°56'48" E, a distance of 55.57 feet to a found ½ inch iron rod at the intersection of the northwest right-of-way line of Quincy Street with the southwest right-of-way line of Schiller Street, the east corner of said Broadway SA Investors tract;
- THENCE: N 33°50'09" W, along and with the northeast line of said Broadway SA Investors tract, the southwest right-of-way line of said Schiller Street, a distance of 336.12 feet to a ¼ inch iron rod at the intersection of the southwest right-of-way line of said Schiller Street, the southeast right-of-way line of said E. Elmira Street, the north corner of said Broadway SA Investors tract;
- THENCE: N 55°57'01" E, along and with the southeast right-of-way line of said E. Elmira Street, a distance of 55.60 feet to the POINT OF BEGINNING, and containing 0.929 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9429-15 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: January 6, 2016
JOB NO. 9429-15
DOC. ID. N:\Survey\15\15-9400\9429-15\Word\9429-15 FN.docx
TBPE Firm Registration #470
TBPLS Firm Registration #100288-00



06 Jan. 16





LEGEND

P.O.B.
POINT OF BEGINNING
SET 1/4" I.R.(PD)
FOUND

BROADWAY SA INVESTORS GP, LLC
VOL. 14877, PG. 546 O.P.R.

SAN ANTONIO RIVER AUTHORITY
VOL. 12806, PGS. 2470 O.P.R.

SAN ANTONIO RIVER AUTHORITY
VOL. 11171, PGS. 1287 O.P.R.

E. ELMIRA STREET (R.O.W. VARIES)

SCHILLER STREET
(55.6-FOOT R.O.W.)

0.929 ACRES
(40,458 SQ. FT. MORE OR LESS)

FD. 1/4" IRON ROD
ROW LINE

LOT 6, BLOCK 10
NCB 1004

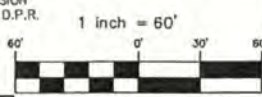
LOT 12, BLOCK 10
NCB 1004

REMAINING PORTION OF
LOT 5, BLOCK 10
NCB 1004

BROADWAY SA INVESTORS GP, LLC
VOL. 14877, PG. 546 O.P.R.

LOT 13, BLOCK 10
NCB 1004

MATHEWS SUBDIVISION
VOL. 5580, PG. 54 D.P.R.



LINE	BEARING	LENGTH
L1	S33°50'09"E	391.71'
L2	S55°56'48"W	352.63'
L3	S07°10'16"E	13.56'
L4	N70°17'20"W	50.60'
L5	N33°46'35"W	26.88'
L6	N55°56'48"E	110.78'
L7	N33°46'35"W	2.20'
L8	N55°56'48"E	166.80'
L9	S33°55'09"E	2.20'
L10	N55°56'48"E	55.57'
L11	N33°50'09"W	336.12'
L12	N55°57'01"E	55.60'

25' BUILDING SETBACK LINE
(VOL. 5580, PG. 54 D.P.R.)

LOT 8, BLOCK 10
NCB 1004

BROADWAY SA INVESTORS GP, LLC
VOL. 16857, PG. 833 O.P.R.

LOT 7, BLOCK 10
NCB 1004

PARK AVENUE
(55.6-FOOT R.O.W.)

NEWELL ST.
(55-FOOT R.O.W.)



Paul T. Ross
06 JAN. 16

PAPE-DAWSON ENGINEERS

3000 NW LOOP 410 | SAN ANTONIO, TEXAS 78213 | PHONE: 210.375.9000
FAX: 210.375.9010
TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS, FIRM REGISTRATION # 10028800

EXHIBIT OF

A 0.929 ACRE OR 40,458 SQ. FT. MORE OR LESS,
TRACT OF LAND, BEING ALL OF SCHILLER STREET, A
55.6 FOOT RIGHT OF WAY, AND A PORTION OF QUINCY
STREET, A VARIABLE WIDTH RIGHT OF WAY, IN THE
CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

SHEET 1 OF 1
JOB No.: 9429-15

Date: Jan 06, 2016, 6:27am User ID: Wfawad
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