

AN ORDINANCE 2018-04-19-0303

ACCEPTING THE DEDICATION OF THREE (3) UNIMPROVED PARCELS FOR A TOTAL OF 0.471 OF AN ACRE (20,515 SQUARE FEET) FROM THE MCNAY ART MUSEUM LOCATED AT THE INTERSECTION OF NEW BRAUNFELS AVENUE NORTH AND RITTIMAN ROAD.

* * * * *

WHEREAS, The McNay Art Museum owns three (3) unimproved parcels comprising a total of 0.471 of an acre (20,515 square feet), and desires to dedicate ownership of said parcels to the City of San Antonio; and

WHEREAS, the Planning Commission reviewed and recommended approval of the dedication at its April 11, 2018 meeting; **NOW THEREFORE**,

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

SECTION 1. The City Manager and her designee, severally, are authorized and directed to accept on behalf of the City, the dedication of three (3) unimproved parcels for a total of 0.471 of an acre (20,515 square feet) approximately located at the intersection of New Braunfels Avenue North and Rittiman Road, subject and conditioned upon the approval of the Office of the City Attorney, in substantially the same form as the attached **Exhibits**, incorporated herein by reference for all purposes as if it were fully set forth. The City manager and her designee, severally, are further authorized and directed to take all other actions reasonably necessary or convenient to effectuate the gift, including agreeing to the form of, and substantive precautions included in, the conveyance, and executing and delivering ancillary documents and instruments conducive to effectuating the gift.


SECTION 2. The City Manager and her designee, severally, are authorized and directed to accept on behalf of the City a landscaping and maintenance agreement from the McNay Art Museum whereby the Museum retains landscaping and maintenance responsibilities in perpetuity through an instrument, subject and conditioned upon the approval of the Office of the City Attorney.

SECTION 3. There is no fiscal impact associated with this dedication.

SECTION 4. This Ordinance shall become effective immediately upon its passage by eight affirmative votes; otherwise it shall become effective on the tenth day after passage thereof.

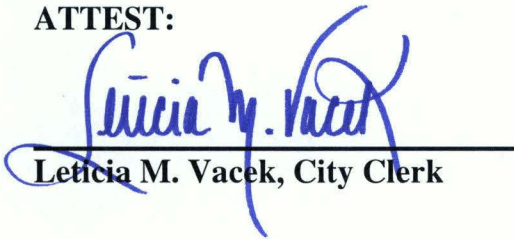
TM
04/19/18
Item No. 27

PASSED and APPROVED this 19th day of April, 2018.



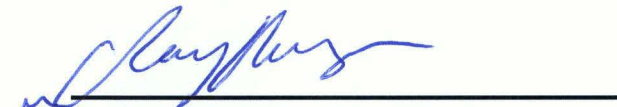
M A Y O R
Ron Nirenberg

ATTEST:



Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:



Andrew Segovia, City Attorney

Agenda Item:	27 (in consent vote: 4, 5, 6, 7, 8, 9, 11, 12, 13, 14, 15, 16, 18, 19, 20, 21, 22, 23, 24, 25A, 25B, 26, Z-1, 27)						
Date:	04/19/2018						
Time:	10:05:39 AM						
Vote Type:	Motion to Approve						
Description:	Ordinance accepting a donation of 0.471 of an acre of unimproved land located at the intersection of New Braunfels Avenue North and Rittiman Road from the McNay Art Museum to the City of San Antonio to allow for the construction of a right turn lane from Austin Highway to North New Braunfels Avenue. [Peter Zanoni, Deputy City Manager, Mike Frisbie, Director, Transportation & Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x			x	
William Cruz Shaw	District 2		x				x
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9		x				
Clayton H. Perry	District 10		x				

TM
04/19/18
Item No. 27

EXHIBITS

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.

Ordinance No.:

Parcel No.: 19691-B
Project: Marion Koogler
McNay Art Institute

DEDICATION

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, MCNAY ART MUSEUM, a Texas nonprofit corporation (formerly known as The Marion Koogler McNay Art Museum, Marion Koogler McKay Art Institute, and The McNay), hereinafter referred to as "GRANTOR", hereby declares its intention to make a Dedication, and does hereby GRANT, CONVEY and DEDICATE, to THE CITY OF SAN ANTONIO, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "GRANTEE" whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described parcel of land (the "Property") in fee simple:

Being a 0.023 acre (997 square feet), more or less, tract of land out of that 0.6246 acre portion of Rittiman Road closed by City of San Antonio Ordinance No. 2015-06-04-0483 and described in Volume 17288 Page 240, of the Real Property Records of Bexar County, Texas, located in New City Block 8699, City of San Antonio, Bexar County, Texas; said 0.023 acre (997 square feet) tract of land being more particularly described by attached Exhibit "A" hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby binds itself, its legal representatives and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines. This conveyance is made by GRANTOR and accepted by GRANTEE subject to (i) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; (ii) all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than GRANTOR; (iii) validly existing rights of adjoining owners in any walls and fences situated on a common boundary; (iv) any discrepancies, conflicts, or shortages in area or boundary lines; (v) any encroachments or overlapping of improvements; (vi) all rights, obligations, and other matters that would be shown by an accurate survey of the Property.

Grantor does hereby release, indemnify and promise to defend and save City harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by or in defense thereof, asserted or arising directly or indirectly in connection with the Property and any and all claims, suits and judgments which City may suffer, as a result of, or with respect to: (a) any Environmental Claim relating to or arising from the Property; (b) the violation of any Environmental or Safety Law in connection with the Property; (c) any release, spill, or the presence of any Hazardous Substance (to include Hazardous Materials) affecting the Property; and (d) the presence at, in, on or under, or the release, escape, seepage, leakage, discharge or migration at or from, the Property of any Hazardous Substances.

The following terms shall be defined as provided below unless the context clearly requires a different meaning:

(A) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, or local statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses,

governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, or TSCA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(B) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

GRANTEE, by its acceptance of the Property, agrees that the Property is dedicated to and accepted by **GRANTEE** in its present condition, **subject to the above reservations and indemnification.**

WITNESS our hands this _____ day of _____, A.D., 2018.

**MCNAY ART MUSEUM,
a Texas nonprofit corporation**

BY: _____
Name: TOBIN R. CALVERT
Title: PRESIDENT

**THE CITY OF SAN ANTONIO,
a municipal corporation**

BY: _____
Name: STEVE HODGES
Title: REAL ESTATE MANAGER

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 2018, by **TOBIN R. CALVERT, PRESIDENT, of MCNAY ART MUSEUM, a Texas nonprofit corporation, on behalf of said corporation.**

Notary Public, State of Texas

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 2018, by **STEVE HODGES, REAL ESTATE MANAGER, of the CITY OF SAN ANTONIO, a municipal corporation, on behalf of said corporation.**

Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966



METES AND BOUNDS DESCRIPTION
FOR

A 0.023 acre (997 square feet more or less) tract of land out of that 0.6246 acre portion of Rittiman Road closed by City of San Antonio Ordinance 2015-06-04-0483 and described in Volume 17288, Page 240 of the Official Public Records of Bexar County, Texas, located in New City Block 8699 of the City of San Antonio, Bexar County, Texas. Said 0.023 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:

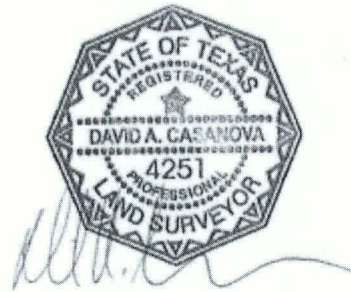
- COMMENCING: At a point on the northwest right-of-way line of Austin Highway (U.S. Highway 81/Loop 368), a variable width right-of-way (100' minimum) as widened in a deed recorded in Volume 2163, Page 118 of the Deed Records of Bexar County, Texas, the south line of said closed Rittiman Road, at the northeast corner of Lot 17-A, Block 20, County Block 5742 of Exxon Subdivision Unit 10 as recorded in Volume 9514, Page 1 of the Deed and Plat Records of Bexar County, Texas, from which a found ½ inch iron rod bears North 00°51'55" West, a distance of 1.30 feet;
- THENCE: South 89°08'05" West, along and with the common line between said closed Rittiman Road and said Lot 17-A, a distance of 241.06 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for the POINT OF BEGINNING of the herein described 0.023 acre tract;
- THENCE: South 89°08'05" West, continuing along and with said common line, a distance of 19.25 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson" on the east right-of-way line of N. New Braunfels, a variable width right-of-way (40-foot minimum), at the southwest corner of said closed Rittiman Road;
- THENCE: North 00°24'45" West, along and with the east right-of-way line of said N. New Braunfels, the west line of said closed Rittiman Road, a distance of 60.00 feet to the northwest corner of said closed Rittiman Road, the southwest corner of a 123 acre tract of land described in a deed recorded in Volume 3491, Page 187 of the Deed Records of Bexar County, Texas, from which a found ½ inch iron rod bears North 89°08'05" East, a distance of 1.61 feet;

0.023 Acre
Job No. 5937-20

THENCE: North 89°08'05" East, departing the east right-of-way line of said N. New Braunfels, along and with the common line between said closed Rittiman Road and said 123 acre tract, a distance of 14.00 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

THENCE: South 05°24'47" East, a distance of 60.19 feet to the POINT OF BEGINNING, and containing 0.023 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 5937-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 8, 2018
JOB NO. 5937-20
DOC. ID. N:\CIVIL\5937-20\Word\FN-5937-20_0.023 AC.docx



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE 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.

LEGEND:

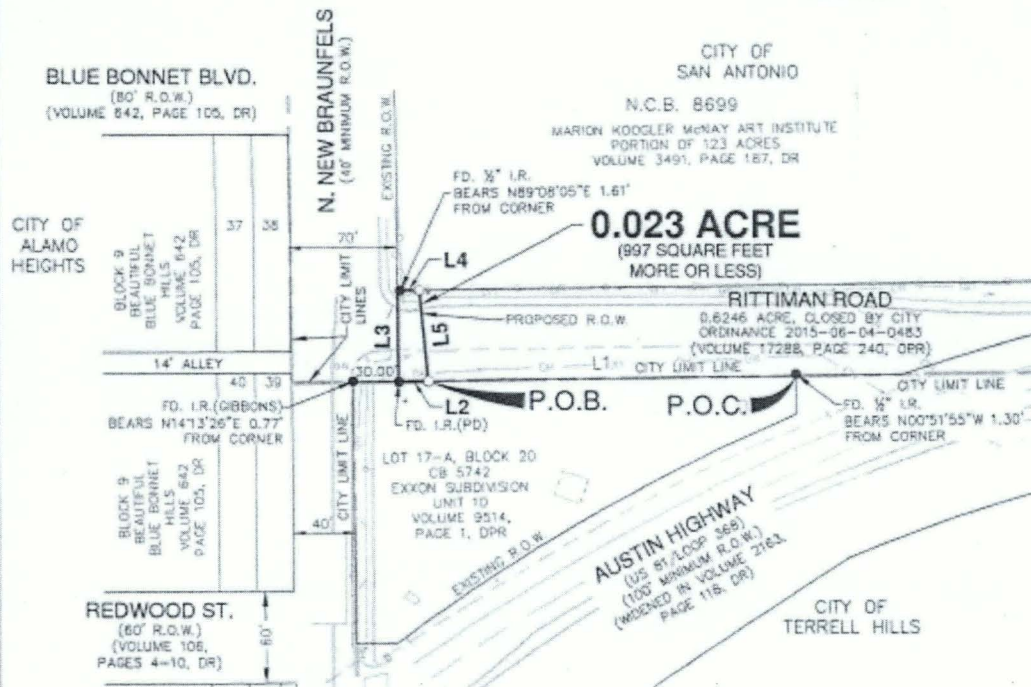
- C.B. COUNTY BLOCK
- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- I.R. IRON ROD
- FOUND MONUMENT AS NOTED
- SET ½" IRON ROD WITH PAPE-DAWSON CAP SIGN
- POWER POLE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- ORNAMENTAL FENCE



SCALE: 1" = 100'



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°08'05"W	241.06'
L2	S89°08'05"W	19.25'
L3	N00°24'45"W	60.00'
L4	N89°08'05"E	14.00'
L5	S05°24'47"E	60.19'



PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2099 NW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.8200
TYPE FIRM REGISTRATION #478 | TSPS FROM REGISTRATION #1008480

BOUNDARY SURVEY
OF
0.023 ACRE
(997 SQUARE FEET MORE OR LESS)
SAN ANTONIO, BEXAR COUNTY, TEXAS

MARCH 8, 2018

PAGE 3 OF 3
JOB No.: 5937-20

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.

Ordinance No.:

Parcel No.: 19691-A
Project: Marion Koogler
McNay Art Institute

DEDICATION

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, MCNAY ART MUSEUM, a Texas nonprofit corporation (formerly known as The Marion Koogler McNay Art Museum, Marion Koogler McKay Art Institute, and The McNay), hereinafter referred to as "GRANTOR", hereby declares its intention to make a Dedication, and does hereby GRANT, CONVEY and DEDICATE, to THE CITY OF SAN ANTONIO, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "GRANTEE" whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for TEN DOLLARS (\$10.00) and other good and valuable consideration, including the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described parcel of land (the "Property") in fee simple:

Being a 0.057 acre (2,470 square feet), more or less, tract of land out of that portion of a 123 acre tract described in a deed to Marion Koogler McNay Art Institute recorded in Volume 3491, Page 197, of the Deed Records of Bexar County, Texas, in New City Block 8699, City of San Antonio, Bexar County, Texas; said 0.057 acre (2,470 square feet) tract of land being more particularly described by attached Exhibit "A" hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby binds itself, its legal representatives and/or assigns to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under GRANTOR, but not otherwise, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines. This conveyance is made by GRANTOR and accepted by GRANTEE subject to (i) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; (ii) all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than GRANTOR; (iii) validly existing rights of adjoining owners in any walls and fences situated on a common boundary; (iv) any discrepancies, conflicts, or shortages in area or boundary lines; (v) any encroachments or overlapping of improvements; (vi) all rights and obligations, and other matters that would be shown by an accurate survey of the Property.

Grantor does hereby release, indemnify and promise to defend and save City harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by or in defense thereof, asserted or arising directly or indirectly in connection with the Property and any and all claims, suits and judgments which City may suffer, as a result of, or with respect to: (a) any Environmental Claim relating to or arising from the Property; (b) the violation of any Environmental or Safety Law in connection with the Property; (c) any release, spill, or the presence of any Hazardous Substance (to include Hazardous Materials) affecting the Property; and (d) the presence at, in, on or under, or the release, escape, seepage, leakage, discharge or migration at or from, the Property of any Hazardous Substances.

The following terms shall be defined as provided below unless the context clearly requires a different meaning:

(A) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, or local statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated

or restricted under CERCLA, RCRA, or TSCA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(B) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

GRANTEE, by its acceptance of the Property, agrees that the Property is dedicated to and accepted by **GRANTEE** in its present condition, **subject to the above reservations and indemnification.**

WITNESS our hands this _____ day of _____, A.D., 2018.

**MCNAY ART MUSEUM,
a Texas nonprofit corporation**

BY: _____
Name: TOBIN R. CALVERT
Title: PRESIDENT

**THE CITY OF SAN ANTONIO,
a municipal corporation**

BY: _____
Name: STEVE HODGES
Title: REAL ESTATE MANAGER

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 2018, by **TOBIN R. CALVERT, PRESIDENT, of the MCNAY ART MUSEUM, a Texas nonprofit corporation, on behalf of said corporation.**

Notary Public, State of Texas

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 2018, by **STEVE HODGES, REAL ESTATE MANAGER, of the CITY OF SAN ANTONIO, a municipal corporation, on behalf of said corporation.**

Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

EXHIBIT A



METES AND BOUNDS DESCRIPTION
FOR

A 0.057 acre (2,470 square feet more or less) tract of land out of that portion of a 123 acre tract described in a deed to Marion Koogler McNay Art Institute recorded in Volume 3491, Page 187 of the Deed Records of Bexar County, Texas, in New City Block 8699 of the City of San Antonio, Bexar County, Texas. Said 0.057 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:

COMMENCING: At a point on the northwest right-of-way line of Austin Highway (U.S. Highway 81/Loop 368), a variable width right-of-way (100' minimum) as widened in a deed recorded in Volume 2163, Page 118 of the Deed Records of Bexar County, Texas, the south line of Rittiman Road closed by City Ordinance No. 2015-06-04-0483 and recorded in Volume 17288, Page 240 of the Official Public Records of Bexar County, Texas, at the northeast corner of Lot 17-A, Block 20, County Block 5742 of Exxon Subdivision Unit 10 as recorded in Volume 9514, Page 1 of the Deed and Plat Records of Bexar County, Texas, from which a found ½ inch iron rod bears North 00°51'55" West, a distance of 1.30 feet;

THENCE: South 89°08'05" West, along and with the common line between said closed Rittiman Road and said Lot 17-A, a distance of 260.31 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson" on the east right-of-way line of N. New Braunfels, a variable width right-of-way (40-foot minimum), the north line of said Lot 17-A, at the southwest corner of said closed Rittiman Road;

THENCE: North 00°24'45" West, departing the north line of said Lot 17-A, along and with the east right-of-way line of said N. New Braunfels, the west line of said closed Rittiman Road, a distance of 60.00 feet to the northwest corner of said closed Rittiman Road, the southwest corner of said 123 acre tract, from which a found ½ inch iron rod bears North 89°08'05" East, a distance of 1.61 feet. Said corner being the POINT OF BEGINNING of the herein described 0.057 acre tract;

0.057 Acre
Job No. 5937-20

THENCE: North 00°24'45" West, departing the north line of said closed Rittiman Road, continuing along and with the east right-of-way line of said N. New Braunfels, the west line of said 123 acre tract, a distance of 176.46 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" at the northwest corner of the herein described 0.057 acre tract;

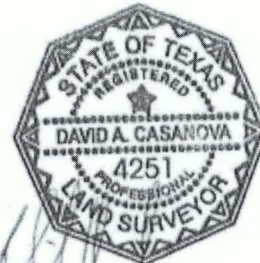
THENCE: Departing the east right-of-way line of said N. New Braunfels, over and across said 123 acre tract, the following bearings and distances:

North 89°35'15" East, a distance of 14.00 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

South 00°24'45" East, a distance of 176.34 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" on the north line of said closed Rittiman Road, the south line of said 123 acre tract;

THENCE: South 89°08'05" West, along and with the common line between said closed Rittiman Road and said 123 acre tract, a distance of 14.00 feet to the POINT OF BEGINNING, and containing 0.057 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 5937-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: March 8, 2018
JOB NO. 5937-20
DOC. ID. N:\CIVIL\5937-20\Word\FN-5937-20_0.057 AC.docx

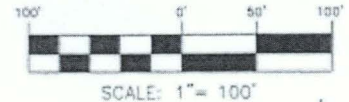


NOTES:

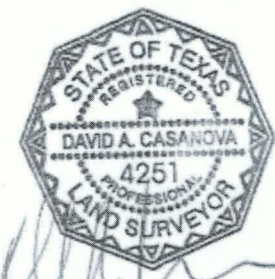
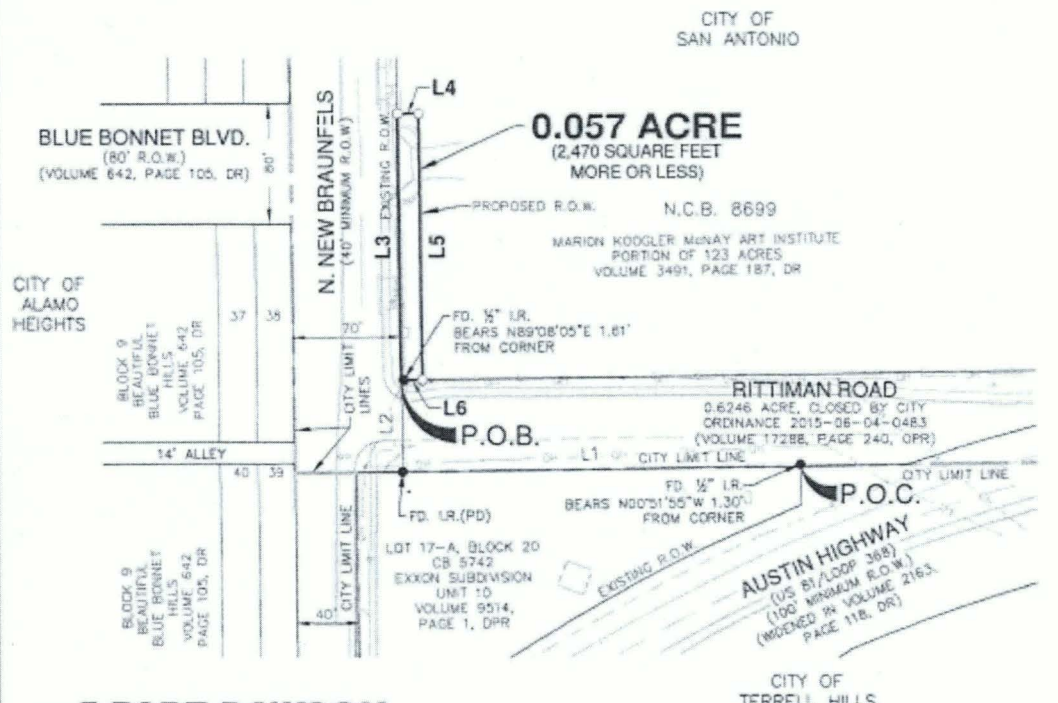
1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 NAD 83 (NA2011) EPOCH 2010.00.

LEGEND:

- C.B. COUNTY BLOCK
- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- OPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- I.R. IRON ROD
- FOUND MONUMENT AS NOTED
- SET 1/2" IRON ROD WITH PAPE-DAWSON CAP SIGN
- POWER POLE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- ORNAMENTAL FENCE



LINE TABLE		
LINE	BEARING	LENGTH
L1	S89°08'05"W	260.31'
L2	N00°24'45"W	60.00'
L3	N00°24'45"W	176.46'
L4	N89°35'15"E	14.00'
L5	S00°24'45"E	176.34'
L6	S89°08'05"W	14.00'



BOUNDARY SURVEY
OF
0.057 ACRE
(2,470 SQUARE FEET MORE OR LESS)
SAN ANTONIO, BEXAR COUNTY, TEXAS

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2020 HW LOOP 410 | SAN ANTONIO, TX 78213 | 210.375.9003
TSP# FIRM REGISTRATION 6470 | TSP#S FIRM REGISTRATION #10228609

MARCH 8, 2018

PAGE 3 OF 3
JOB No.: 5937-20

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.

Ordinance No.:

Parcel No.: 19691
Project: Marion Koogler
McNay Art Museum

DEDICATION

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, MCNAY ART MUSEUM, a Texas nonprofit corporation (formerly known as The Marion Koogler McNay Art Museum, Marion Koogler McKay Art Institute, and The McNay) hereinafter referred to as "GRANTOR", hereby declares its intention to make a **Dedication**, and does hereby **GRANT, CONVEY and DEDICATE**, to **THE CITY OF SAN ANTONIO**, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "**GRANTEE**" whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for **TEN DOLLARS (\$10.00)** and other good and valuable consideration, including the benefits which will accrue to **GRANTOR**, to **GRANTOR'S** other property and to the public generally, the following described parcel of land (the "Property") in fee simple:

Being a 0.391 acre (17,048 square feet), more or less, tract of land out of Lot 17-A, Block 20, County Block 5742, Exxon Subdivision Unit 10, City of Terrell Hills, Bexar County, Texas, recorded in Volume 9514, Pages 1, of the Deed and Plat Records of Bexar County, Texas; said 0.391 acre tract (17,048 square feet) being more particularly described by attached Exhibit "A" hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises together with all and singular the rights and appurtenances thereto in anywise belonging unto the said **GRANTEE**, its successors and assigns forever; and **GRANTOR** does hereby binds itself, its legal representatives and/or assigns to **WARRANT AND FOREVER DEFEND** all and singular the said premises unto the said **GRANTEE**, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under **GRANTOR**, but not otherwise, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines. This conveyance is made by **GRANTOR** and accepted by **GRANTEE** subject to (i) validly existing easements, rights-of-way, and prescriptive rights, whether of record or not; (ii) all presently recorded and validly existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral interests, and water interests outstanding in persons other than **GRANTOR**; (iii) validly existing rights of adjoining owners in any walls and fences situated on a common boundary; (iv) any discrepancies, conflicts, or shortages in area or boundary lines; (v) any encroachments or overlapping of improvements; (vi) all rights, obligations, and other matters that would be shown by an accurate survey of the Property and the terms and conditions of the easement described below.

SAVE AND EXCEPT, there is hereby reserved to Grantor, its successors and assigns, an easement ("Easement") to periodically, as determined by Grantor, and from time to time install, change, maintain and remove vegetative landscaping and McNay Art Museum signage, fencing (not higher than three feet), and related beds, borders, paths, walkways, structures, electric lighting and irrigation systems on and within the Property and for no other purpose, the intention being that the landscaping of the Property, the signage and the fencing be harmonious with the landscaping, signage and fencing of Grantor's adjacent McNay Art Museum property.

The Easement shall be perpetual and exclusive except that Grantee may use the Property for any purpose that does not unreasonably interfere with the purposes of the Easement described above. In addition, the Grantee may from time to time close the Property for public safety, maintenance and repair activities, emergencies, or as otherwise reasonably deemed necessary by Grantee.

Grantor agrees to landscape the Property and to install its fencing and signage at its own expense and at its own expense to maintain that landscaping, fencing and signage consistent with that of Grantor's adjoining McNay Art Museum property. All work to be done on the Property shall be done expeditiously and in a good and workmanlike manner by Grantor and Grantor's employees, servants, agents, and contractors.

At all times during the existence of this easement, Grantor shall maintain on file with Grantee Comprehensive General Liability insurance with limits of liability incident to Grantor's exercise of rights under this Easement of not less than \$1

million combined single limit per occurrence subject to no deductible. Such policy must specifically include "the City of San Antonio" (the "City") as an additional insured for primary and noncontributory limits of liability incident to Grantor's exercise of rights under this Easement and provide that the City shall be given not less than thirty (30) days prior written notice of cancellation or non-renewal, except ten (10) days with respect to cancellation for non-payment of premium.

Grantor agrees that it will not use, generate, manufacture, produce, store, release, discharge or dispose of on, under, above or about the Property (or off-site of the Property that might affect the Property), or transport to or from the Property, in a manner that violates any Environmental or Safety Law or results in contamination of the Property, any Hazardous Substance or authorize any other person or entity to do so.

Grantor does hereby release, indemnify and promise to defend and save City harmless from and against any and all liability, loss, damage, expense, actions and claims, including costs and reasonable attorneys' fees incurred by or in defense thereof, asserted or arising directly or indirectly in connection with the Property or this Easement and any and all claims, suits and judgments which City may suffer, as a result of, or with respect to: (a) any Environmental Claim relating to or arising from the Property; (b) the violation of any Environmental or Safety Law in connection with the Property; (c) any release, spill, or the presence of any Hazardous Substance (to include Hazardous Materials) affecting the Property; and (d) the presence at, in, on or under, or the release, escape, seepage, leakage, discharge or migration at or from, the Property of any Hazardous Substances.

The following terms shall be defined as provided below unless the context clearly requires a different meaning:

(A) "Environmental or Safety Law" means the Federal Water Pollution Control Act, the Clean Air Act, the Resource Conservation and Recovery Act ("RCRA"), the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), the Superfund Amendment and Reauthorization Act, the Toxic Substances Control Act ("TSCA"), the Occupational Safety and Health Act, the Hazardous Materials Transportation Act, the Hazardous Materials Transportation Uniform Safety Act, together with all regulations promulgated under any such authority, and any and all other federal, state, regional, or local statutes, regulations, rules, ordinances, orders, court or regulatory agency directives, permits, licenses, governmental authorizations and common law causes of action that apply to (1) any hazardous substance or material regulated or restricted under CERCLA, RCRA, or TSCA; (2) any other pollutant, contaminant, or waste; (3) the health or safety of persons; or (4) the protection of the environment or land use. "Environmental or Safety Law" includes past and future amendments and supplements.

(B) "Hazardous Substances" means any hazardous, toxic, or dangerous substance, waste, or material that is regulated under any Environmental or Safety Law.

GRANTEE, by its acceptance of the Property, agrees that the Property is dedicated to and accepted by **GRANTEE** in its present condition, **subject to the above reservations and indemnification.**

WITNESS our hands this _____ day of _____, A.D., 2018.

**MCNAY ART MUSEUM,
a Texas nonprofit corporation**

**THE CITY OF SAN ANTONIO,
a municipal corporation**

BY: _____
Name: **TOBIN R. CALVERT**
Title: **PRESIDENT**

BY: _____
Name: **STEVE HODGES**
Title: **REAL ESTATE MANAGER**

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 2018, by **TOBIN R. CALVERT, PRESIDENT, of MCNAY ART MUSEUM**, a Texas nonprofit corporation, on behalf of said corporation.

Notary Public, State of Texas

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 2018, by **STEVE HODGES, REAL ESTATE MANAGER**, of the **CITY OF SAN ANTONIO**, a municipal corporation, on behalf of said corporation.

Notary Public, State of Texas

AFTER RECORDING PLEASE RETURN TO:

City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

EXHIBIT A



METES AND BOUNDS DESCRIPTION
FOR

A 0.391 acre (17,048 square feet) tract of land out of Lot 17-A, Block 20, County Block 5742, Exxon Subdivision Unit 10 in the City of Terrell Hills, Bexar County, Texas, recorded in Volume 9514, Page 1 of the Deed and Plat Records of Bexar County, Texas. Situated in County Block 5742, in the City of Terrell Hills, Bexar County, Texas. Said 0.391 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:

COMMENCING: At a point on the existing northwest right-of-way line of Austin Highway (U.S. Highway 81 or Loop 368) (a variable width right-of-way, 100-foot minimum) as widened in a deed recorded in Volume 2163, Page 118 of the Deed Records of Bexar County, Texas, the south line of Rittiman Road, closed by City Ordinance No. 2015-06-04-0483 and recorded in Volume 17288, Page 240 of the Official Public Records of Bexar County, Texas, at the northeast corner of said Lot 17-A, from which a found ½ inch iron rod bears North 00°51'55" West, a distance of 1.30 feet;

THENCE: South 00°51'55" East, departing the south line of said closed Rittiman Road, along and with the existing northwest right-of-way line of said Austin Highway, the east line of said Lot 17-A, a distance of 20.72 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson" for the POINT OF BEGINNING of the herein described 0.391 acre tract;

THENCE: South 00°51'55" East, continuing along and with the existing northwest right-of-way line of said Austin Highway, the east line of said Lot 17-A, a distance of 4.62 feet to an angle point on the existing right-of-way line of said Austin Highway, the southeast corner of said Lot 17-A, from which a found iron rod with Gibbons cap bears North 00°51'55" West, a distance of 1.52 feet;

- THENCE: Continuing along and with the existing northwest right-of-way line of said Austin Highway, the southeast line of said Lot 17-A, and southwesterly along a non-tangent curve to the left, said curve having a radial bearing of South 22°38'14" East, a radius of 1196.28 feet, a central angle of 14°32'20", a chord bearing and distance of South 60°05'36" West, 302.75 feet, for an arc length of 303.56 feet to an angle point in the existing northwest right-of-way line of said Austin Highway, the southeast corner of said Lot 17-A, from which a found iron rod with Gibbons cap bears South 89°35'15" West, a distance of 1.88 feet;
- THENCE: South 89°35'15" West, continuing along and with the existing northwest right-of-way line of said Austin Highway, the south line of said Lot 17-A, a distance of 26.99 feet to a found ¼ inch iron rod at the intersection of the existing northwest right-of-way line of said Austin Highway and the existing east right-of-way line of N. New Braunfels (a variable width right-of-way, 40-foot minimum);
- THENCE: North 00°24'45" West, departing the existing northwest right-of-way line of said Austin Highway, along and with the existing east right-of-way line of said N. New Braunfels, the west line of said Lot 17-A, a distance of 172.09 feet to the northwest corner of said Lot 17-A, from which a found iron rod with Gibbons cap bears North 14°13'26" East, a distance of 0.77 feet;
- THENCE: North 89°08'05" East, continuing along and with the existing east right-of-way line of said N. New Braunfels, the north line of said Lot 17-A, passing at 30.00 feet a found ½ inch iron rod with yellow cap marked "Pape-Dawson" at an angle point in the existing east right-of-way line of said N. New Braunfels, the southwest corner of said closed Rittiman Road, and continuing another 19.25 feet now along and with the south line of said closed Rittiman Road and the north line of said Lot 17-A, for a total distance of 49.25 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

0.391 Acre
Job No. 5937-20

THENCE: Along and with the proposed right-of-way line of Austin Highway, over and across said Lot 17-A, the following courses and distances:

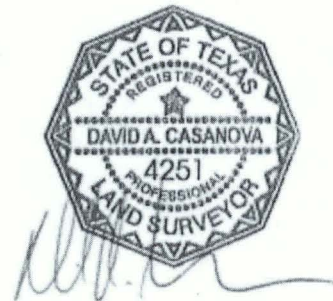
South 38°02'51" East, a distance of 84.48 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

North 88°26'45" East, a distance of 83.24 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

Northeasterly along a non-tangent curve to the right, said curve having a radial bearing of South 28°05'26" East, a radius of 1203.28 feet, a central angle of 04°16'31", a chord bearing and distance of North 64°02'50" East, 89.77 feet, for an arc length of 89.79 feet to a set ½ inch iron rod with yellow cap marked "Pape-Dawson";

North 72°40'21" East, a distance of 26.56 feet to the POINT OF BEGINNING, and containing 0.391 acres (17,048 square feet) in the City of Terrell Hills, 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 5937-20 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc., TBPLS #10028800
2000 NW Loop #10, San Antonio, Texas, 78213
210-375-9000
DATE: March 8, 2018
JOB NO. 5937-20
DOC. ID. N:\CIVIL\5937-20\Word\FN-5937-20_0.391 AC.docx



NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREMWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE 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.

LEGEND:

- C.B. COUNTY BLOCK
- DR DEED RECORDS OF BEXAR COUNTY, TEXAS
- DPR OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
- DPR DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
- I.R. IRON ROD
- FOUND MONUMENT AS NOTED
- SET 3/4" IRON ROD WITH PAPE-DAWSON CAP
- SIGN
- POWER POLE
- OVERHEAD UTILITY
- CHAIN LINK FENCE
- ORNAMENTAL FENCE

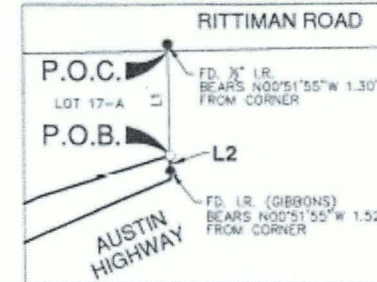
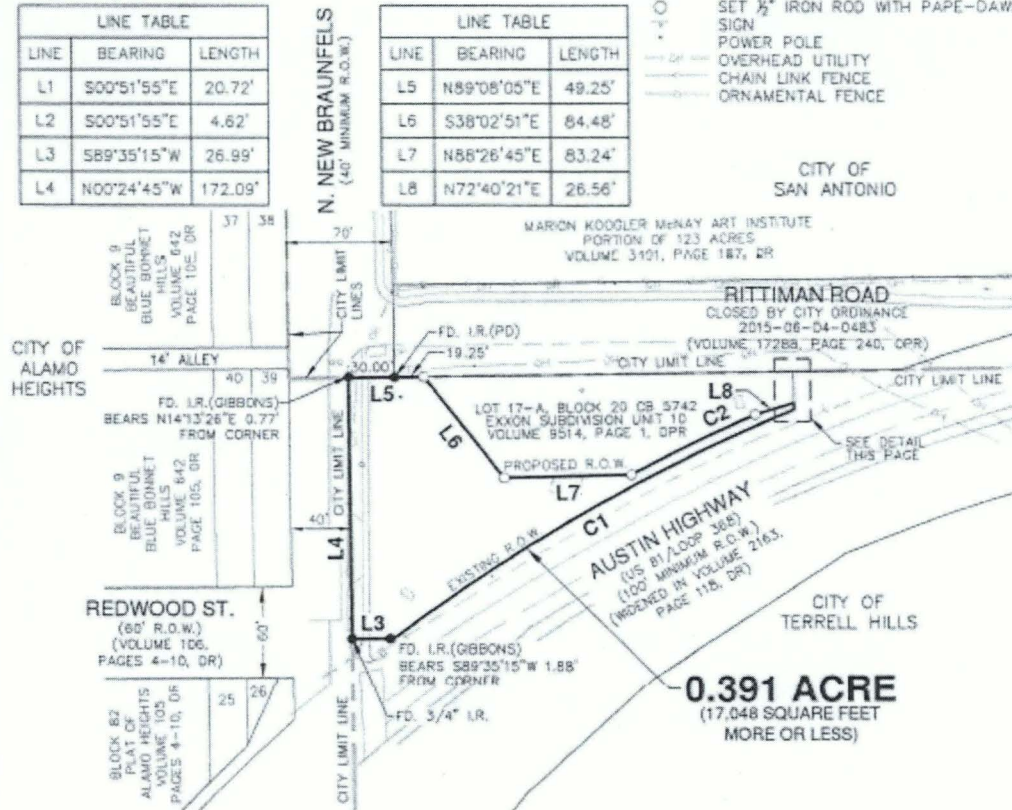


SCALE: 1" = 100'



LINE	BEARING	LENGTH
L1	S00°51'55"E	20.72'
L2	S00°51'55"E	4.62'
L3	S89°35'15"W	26.99'
L4	N00°24'45"W	172.09'

LINE	BEARING	LENGTH
L5	N89°08'05"E	49.25'
L6	S38°02'51"E	84.48'
L7	N88°26'45"E	83.24'
L8	N72°40'21"E	26.56'



BOUNDARY SURVEY
OF
0.391 ACRE
(17,048 SQUARE FEET MORE OR LESS)
TERRELL HILLS, BEXAR COUNTY, TEXAS

CURVE	RADIUS	DELTA	CHORD BEARING	CHORD	LENGTH
C1	1196.28'	14°32'20"	S60°05'36"W	302.75'	303.56'
C2	1203.28'	4°16'31"	N64°02'50"E	89.77'	89.79'

PAPE-DAWSON ENGINEERS

SAN ANTONIO | AUSTIN | HOUSTON | FORT WORTH | DALLAS
2600 NW LOOP 410 | SAN ANTONIO, TX 78215 | 210.375.8000
TS&PC FIRM REGISTRATION #493 | T&PLS FIRM REGISTRATION #10028800

MARCH 8, 2018

JOB No.: 5937-20

PAGE 4 OF 4