

THIS IS A DRAFT AND WILL BE REPLACED BY THE FINAL, SIGNED ORDINANCE OR RESOLUTION ADOPTED BY THE CITY COUNCIL.

AN ORDINANCE

AUTHORIZING THE CLOSURE, VACATION, AND ABANDONMENT OF A 0.656 ACRE IMPROVED PORTION OF BRITNEY CIRCLE IN COUNCIL DISTRICT 10 AS REQUESTED BY ROCKPORT FAMILY PARTNERSHIP, LTD FOR A FEE OF \$21,500.00.

* * * * *

WHEREAS, Rockport Family Partnership, Ltd. (“Petitioner”) owns or has agreement from the owners abutting the property surrounding the proposed closure; and

WHEREAS, this portion of alley 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. As an exercise of its discretion, the City Council closes, vacates, and abandons the right of way segment (“Right of Way Segment”) identified in Section 2 of this Ordinance. The City Manager or her designee, severally, are authorized and directed to execute and deliver all necessary documents and to do all other things conducive to effectuate this closure, abandonment, and vacation.

SECTION 2. Maps and pictures of the Right of Way Segment are set forth on **Attachment I**. The detailed description of the Right of Way Segment is 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 II controls over any discrepancy between it and Attachment I.

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

Address	Description	Owner Listed by Bexar County Appraisal District

The listing above is made solely to facilitate indexing of 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. Reservation of Utility Rights. All presently existing drainage, 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 realigned within the Right-of-Way segment) 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 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 5. The closure shall not be authorized until the following conditions have been met:

1. Owners of abutting property to the Right of Way Segment must provide an ingress and egress access easement to maintain compliance with Chapter 35 of the City Code, the Unified Development Code, in substantially the same form as shown in **Attachment III**.

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 Segment. 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 6. The Right-of-Way Segment exists by easement. The underlying fee ownership of the Right-of-Way Segment by the adjacent lot owners is now unburdened by the rights closed, vacated, and abandoned. For purposes of future conveyance and to better reflect their ownership generally, owners of the adjacent property should replat. No such replat impairs the rights retained by City above, unless in the course of replatting, the owner, at its own expense, otherwise provides for those rights according to platting rules of general applicability.

SECTION 7. Petitioner shall pay \$21,500.00 to the City of San Antonio. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 223000000253 and General Ledger 4903101.

SECTION 8. The disposition of surplus property must be coordinated through the city's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

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. 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 **th** day of _____, **2017**.

M A Y O R
Ron Nirenberg

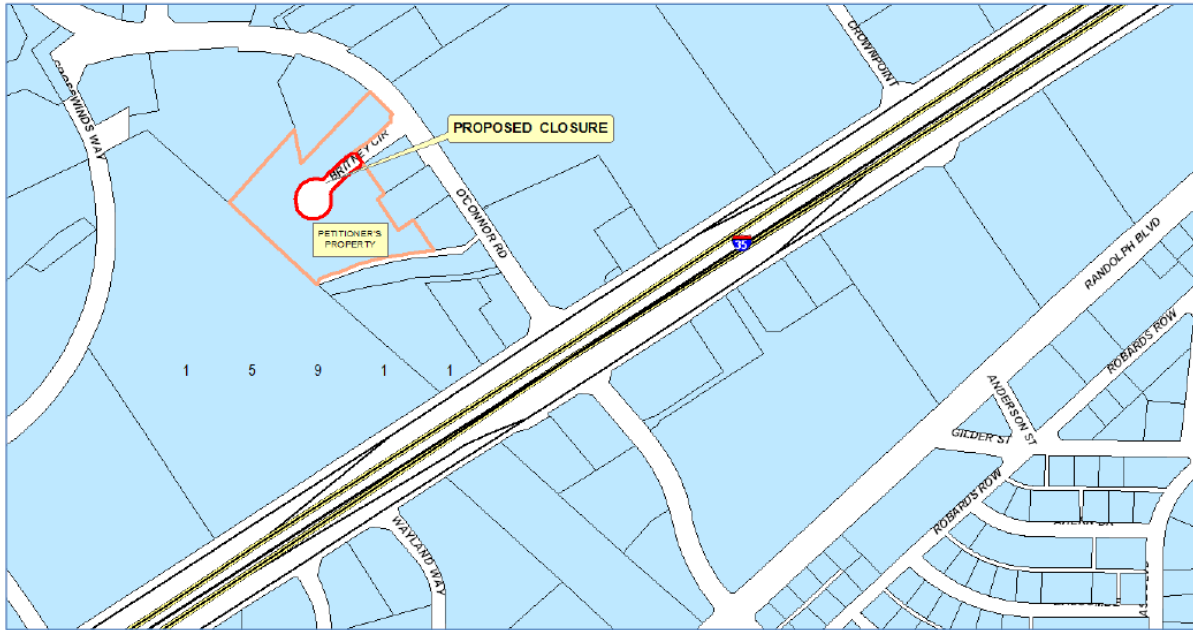
ATTEST:

APPROVED AS TO FORM:

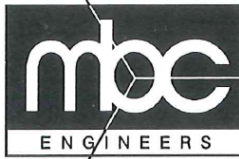
Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

Attachment I



Attachment II



MACINA • BOSE • COPELAND and ASSOCIATES, INC
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 FAX (210) 545-9302

TBPE Firm Registration #784 | TBPLS Firm Registration #10011700 | SBE Certified #214046463
www.mbcengineers.com

LEGAL DESCRIPTION 0.6562 ACRE TRACT

BEING A 0.6562 OF AN ACRE (28,586 SQUARE FEET +/-) TRACT OF LAND, BEING A PORTION OF A STREET RIGHT-OF-WAY KNOWN AS BRITNEY CIRCLE, DEDICATED TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, O'CONNOR BUSINESS PARK ONE, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9695, PAGE 28 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS; AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a 1/2-Inch Iron Rod Found on the Southwest Right-of-Way Line of O'Connor Road and marking the Northern most corner line of Lot 25, Block 1, New City Block 15911, O'Connor Park I, according to plat thereof recorded in Volume 9503, Page 70, of the Deed and Plat Records of Bexar County, Texas;

THENCE S 55°59'05" W a distance of 200.00 feet along and with the North line of said Lot 25, Block 1, New City Block 15911 to a point and marking the Southernmost corner of Lot 27, Block 1, New City Block 15911, Sonic-O'Connor Subdivision, according to plat thereof recorded in Volume 9541, Page 20, of the Deed and Plat Records of Bexar County, Texas, and bearing N 55°59'05" E a distance of 24.81 feet from a 1/2-Inch Iron Rod Found;

THENCE N 34°02'33" W a distance of 150.00 feet along and with the Southwest line of said Lot 27, Block 1, New City Block 15911 to a 1/2-Inch Iron Rod with cap "MBC" Set on the Southeast Right-of-Way line of said Britney Circle marking the most Westerly corner of said lot 27, Block 1, New City Block 15911;

THENCE S 54°02'20" W a distance of 1.00 feet along and with the Southeast Right-of-Way line of said Britney Circle to a 1/2-Inch Iron Rod with cap "MBC" Set marking the **POINT OF BEGINNING**;

THENCE S 54°02'20" W a distance of 50.88 feet along and with the Southeast Right-of-Way line of said Britney Circle to 1/2-Inch Iron Rod with cap "MBC" Set and marking the point of curvature of a curve to the left;

THENCE Along and said curve to the left having the following parameters: Radius = 370.00 feet, Arc Length = 68.55 feet, Chord Bearing = S 48°43'53" W and a Chord Distance = 68.45 feet to a 1/2" Iron Rod with cap "MBC" Set;

THENCE S 43°25'27" W a distance of 50.48 feet along and with the Southeast Right-of-Way line of said Britney Circle to 1/2-Inch Iron Rod with cap "MBC" Set and marking the point of curvature of a curve to the left;

THENCE Along and said curve to the left having the following parameters: Radius = 15.00 feet, Arc Length = 15.71 feet, Chord Bearing = S 13°25'27" W and a Chord Distance = 15.00 feet to a 1/2" Iron Rod with cap "MBC" Set and marking the point of curvature of a curve to the right (Cul-De-Sac) of said Britney Circle;

THENCE Along and with said curve to the right and Cul-De-Sac of said Britney Circle having the following parameters: Radius = 75.00 feet, Arc Length = 392.70 feet, Chord Bearing = N 46°34'31" W and a Chord Distance = 75.00 feet to a 1/2" Iron Rod with cap "MBC" Set and marking the point of curvature of a curve to the left;

THENCE Along and said curve to the left having the following parameters: Radius = 15.00 feet, Arc Length = 15.71 feet, Chord Bearing = N 73°25'27" E and a Chord Distance = 15.00 feet to a 1/2" Iron Rod with cap "MBC" Set;

THENCE N 43°25'27" E a distance of 50.48 feet along and with the Northwest Right-of-Way line of said Britney Circle to a 1/2-Inch Iron Rod and cap "MBC" Set and marking the point of curvature of a curve to the right;

THENCE Along said curve to the right and with the Northwest Right-of-Way line of said Britney Circle having the following parameters: Radius = 430.00 feet, Arc Length = 79.66 feet, Chord Bearing = N 48°43'53" E and a Chord Distance = 79.55 feet to a 1/2-Inch Iron Rod and cap "MBC" Set;

THENCE N 54°02'19" E a distance of 52.89 feet along and with the northwest Right-of-Way line of said Britney Circle to a 1/2-Inch Iron Rod and cap "MBC" Set;

THENCE S 34°02'33" E a distance of 60.03 feet across and over said Britney Circle Right-of-Way to the **POINT OF BEGINNING** and containing 0.6562 of an Acre of land, (28,586 SQUARE FEET +/-) more or less surveyed by Macina, Bose, Copeland, and Associates, Inc. under the direct supervision of Joel Christian Johnson, R.P.L.S.;

Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.

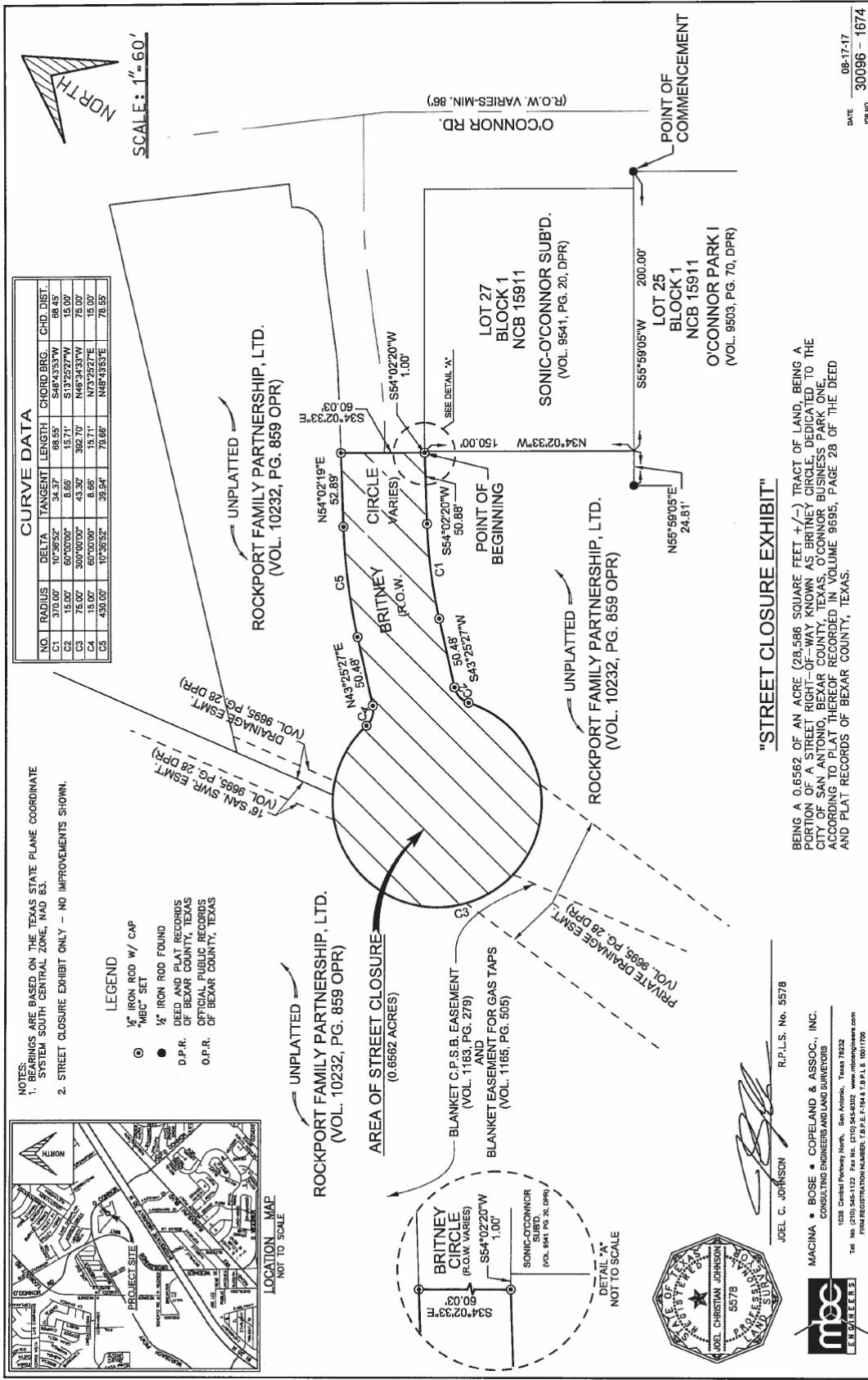
I, Joel Christian Johnson, Registered Professional Land Surveyor No. 5578, do hereby affirm that this description is based on the results of a survey made on the ground by the firm of Macina, Bose, Copeland and Associates, Inc., of which a survey map has been prepared.




08/12/16
Joel Christian Johnson, R.P.L.S. No.5578
TBPLS FIRM REGISTRATION #10011700

30096-1674
August 12, 2016



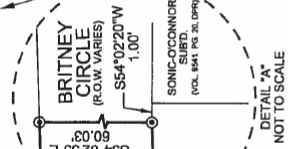


CURVE DATA

NO.	RADIUS	DELTA	TANGENT LENGTH	CHORD BRG.	CHORD DIST.
C1	15.00'	60°00'00"	8.66'	S12°52'27"W	15.00'
C2	15.00'	300°00'00"	43.30'	N48°24'33"W	75.00'
C3	15.00'	60°00'00"	8.66'	N73°29'27"E	15.00'
C4	430.00'	107°35'52"	39.54'	N48°43'53"E	76.55'

NOTES:
 1. BEARINGS ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83.
 2. STREET CLOSURE EXHIBIT ONLY - NO IMPROVEMENTS SHOWN.

- LEGEND**
- 1/2" IRON ROD W/ CAP
 - 1/2" IRON ROD FOUND
 - DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
 - D.P.R.
 - O.P.R.



"STREET CLOSURE EXHIBIT"
 BEING A 0.6562 OF AN ACRE (28,586 SQUARE FEET +/-) TRACT OF LAND, BEING A PORTION OF A STREET RIGHT-OF-WAY KNOWN AS BRITNEY CIRCLE, DEDICATED TO THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, O'CONNOR BUSINESS PARK ONE, ACCORDING TO PLAT THEREOF RECORDED IN VOLUME 9695, PAGE 28 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

JOEL C. JOHNSON
 R.P.L.S. No. 5578
 MACINA • BOSE • COPELAND & ASSOC., INC.
 CONSULTING ENGINEERS AND LAND SURVEYORS
 1538 Central Expressway, Suite 400, San Antonio, Texas 78222
 Tel. No. 210.544.1123 Fax No. 210.544.0000
 WWW.MACINABOSE.COM
 FROM REGISTRATION NUMBER: T.A.P.E. F.7814 T.B.P.A.E. 1001700

SCALE: 1"=60'

POINT OF COMMENCEMENT

LOT 25 BLOCK 1 NCB 15911 O'CONNOR PARK I (VOL. 9503, PG. 70, DPR)

SONIC-O'CONNOR SUBD. (VOL. 9541, PG. 20, DPR)

LOT 27 BLOCK 1 NCB 15911

ROCKPORT FAMILY PARTNERSHIP, LTD. (VOL. 10232, PG. 859 OPR)

BRITNEY CIRCLE (R.O.W. VARIES) 1.00'

AREA OF STREET CLOSURE (0.6562 ACRES)

ROCKPORT FAMILY PARTNERSHIP, LTD. (VOL. 10232, PG. 859 OPR)

PRIVATE DRAINAGE EASEMENT (VOL. 9695, PG. 28 DPR)

BLANKET C.P.S.B. EASEMENT (VOL. 1163, PG. 279) AND BLANKET EASEMENT FOR GAS TAPS (VOL. 1165, PG. 505)

POINT OF BEGINNING

UNPLATTED

O'CONNOR RD. (R.O.W. VARIES-MIN. 86')

DATE 08-17-17 JOB NO 30096 - 1674

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.

PUBLIC ACCESS EASEMENT

Effective Date: Effective date of Ordinance No. _____

Grantor:

Grantor's Mailing Address:

Grantee: CITY OF SAN ANTONIO

Grantee's Mailing Address: CITY OF SAN ANTONIO,
Attn: TCI Real Estate Division
PO Box 839966,
San Antonio, Texas 78283

Easement Property: See Attached **Exhibit A**.

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress and egress along that portion of the Easement Property and all other associated rights as if such portion were a platted public alley in conformance with Chapter 35 of the City Code, San Antonio (Unified Development Code).

Consideration: The closure of Britney Circle, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Grantor.

Ordinance:

Reservations from Conveyance: None.

Exceptions to Warranty: None.

Grant of Easement: Grantor, for the Consideration and subject to the Reservations from Conveyance and Exceptions to Warranty, grants, sells, and conveys to Grantee and Grantee's heirs, successors and assigns an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the general public, together with all and singular the

rights and appurtenances thereto in any way belonging (collectively, the "Easement"), to have and to hold the Easement to Grantee and Grantee's heirs, successors and assigns. Grantor binds Grantor and Grantor's heirs, successors and assigns to warrant and forever defend the title to the Easement in Grantee and Grantee's heirs, successors and assigns against every person whomsoever lawfully claiming or to claim the Easement or any part thereof, except as to the Reservations from Conveyance and Exceptions to Warranty, to the extent such claim arises by, through, or under Grantor but not otherwise.

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

1. *Character of Easements.* The Easement is exclusive and irrevocable subject to the duration in subsection 2, and for the benefit and use of the general public for ingress and egress along the Easement Property.

2. *Duration of Easement.* The duration of the Easement shall be the period commencing on the Effective Date and automatically expiring upon the recordation of an approved subdivision plat (or replat) covering the Easement Property and providing access in compliance with Chapter 35 of the City Code (Unified Development Code) or (ii) if the Easement Property once again becomes public right-of-way pursuant to the terms of the Ordinance.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's heirs successors and assigns the right to continue to use and enjoy the Easement Property for all purposes that do not interfere with or interrupt the use or enjoyment of the Easement by Grantee for the Easement Purposes. Grantor shall not grant any additional easements, licenses, permits, or other interest that may affect the rights of Grantee unless agreed to in writing by Grantee.

4. *Improvement and Maintenance of Easement Property.* Maintenance of the Easement Property shall be the sole expense of Grantor. Grantee has the right to eliminate any encroachments into the Easement Property. Grantor must maintain the Easement Property in a neat and clean condition. Grantee has the right to remove or relocate any fences within the Easement Property or along or near its boundary lines if reasonably necessary to continue the purposes of this easement.

5. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to or those benefited by this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.

6. *Binding Effect.* This Agreement binds and inures to the benefit of the parties and their respective heirs, successors and permitted assigns.

7. *Choice of Law.* This Agreement will be construed under the laws of the State of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in the County or Counties in which the easement property is located.

8. *Counterparts.* This Agreement may be executed in any number of counterparts with the same effect as if signatory parties had signed the same document. All counterparts will be construed together and will constitute one and the same instrument.

9. *Waiver of Default.* It is not a waiver or consent to default if the nondefaulting party fails to declare immediately a default or delays in taking any action. Pursuit of any remedies set forth in this agreement does not preclude pursuit of other remedies in this agreement or provided by law.

10. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions and conditions of this agreement and all transactions contemplated by this agreement.

11. *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 (i) it owns the property over which this easement is granted and (ii) it is a Texas corporation, 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, agreements, warranties, or promises other than those 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.


12. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of this agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.

13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *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 holidays, the date for performance will be the next following regular business day.

GRANTOR:
Rockport Family Partnership Ltd.,
By and through its General Partner
Baxter Southwest Management Service

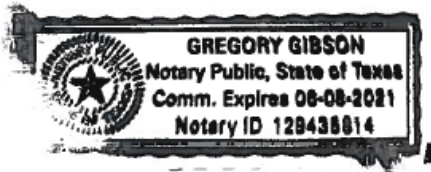


Print Name: Darren Casey


Title: President

THE STATE OF TEXAS §
 §
 §
COUNTY OF BEXAR §

The foregoing instrument was acknowledged before me this the 18th day of August, 2017, by Darren Casey, as the President of Baxter Southwest Management Service, a Texas corporation, on behalf of said company.



Witness my hand and official seal.



Notary Public

My commission expires: 6/8/21

Exhibit A



MACINA • BOSE • COPELAND and ASSOCIATES, INC
CONSULTING ENGINEERS AND LAND SURVEYORS

1035 Central Parkway North, San Antonio, Texas 78232
(210) 545-1122 FAX (210) 545-9302
TBPE Firm Registration #784 | TBPLS Firm Registration #10011700 | SBE Certified #214046463
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LEGAL DESCRIPTION
0.6562 ACRE TRACT

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Note: A Survey Sketch that is made a part hereof and shall accompany this instrument.

I, Joel Christian Johnson, Registered Professional Land Surveyor No. 5578, do hereby affirm that this description is based on the results of a survey made on the ground by the firm of Macina, Bose, Copeland and Associates, Inc., of which a survey map has been prepared.




08/12/16
Joel Christian Johnson, R.P.L.S. No. 5578
TBPLS FIRM REGISTRATION #10011700

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