

AN ORDINANCE 2013-12-19-0904

EXECUTING AN EASEMENT AGREEMENT WITH THE SAN ANTONIO RIVER AUTHORITY TO ALLOW FOR ACCESS BY THE CITY AND FUTURE PARKING DEVELOPMENT FOR USE BY THE GENERAL PUBLIC IN ORDER TO COMPLETE THE DEVELOPMENT OF A WALKING TRAIL TO THE PARMAN BRANCH LIBRARY AS STATED IN THE 2012-2017 PANTHER SPRINGS PARK BOND PROGRAM BROCHURE.

* * * * *

WHEREAS, this ordinance will authorize the execution of an easement agreement with the San Antonio River Authority within the structures and improvements of the Salado Site 5 dam for access to Panther Springs Park for public purposes; and

WHEREAS, once established, the easement will allow for construction of a walking trail to the Parman Branch Library in fulfillment of the 2012-2017 Panther Springs Park bond program language; and

WHEREAS, in addition, this easement will allow for future park development at the Salado Site 5 dam to include the construction, operation and maintenance of a roadway and parking lot; and

WHEREAS, the proposed Panther Springs Park construction contract will build and maintain a walking trail to the Parman Branch Library and a secure six foot high, non-climb fence with gates to partition the Salado Site 5 dam structure from the easement property; **NOW THEREFORE:**

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

SECTION 1. The City Manager or her designee or the Director of the Capital Improvements Management Services Department or his designee, or the Director of the Parks and Recreation Department or his designee, is authorized to execute an easement agreement with the San Antonio River Authority to provide access for public purposes as set out in the 2012-2017 Panther Springs Park bond program brochure. A copy of the agreement is attached hereto, in substantially final form, and incorporated herein for all purposes as **Attachment I**.

SECTION 2. Payment in the amount of \$10.00 in SAP Fund 45099000, General Obligation Capital Projects, SAP Project Definition 40-00384, Panther Springs Park, is authorized to be encumbered with a purchase order and made payable to the San Antonio River Authority (SARA), for a construction contract.

SECTION 3. 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 4. This ordinance is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 19th day of December, 2013.



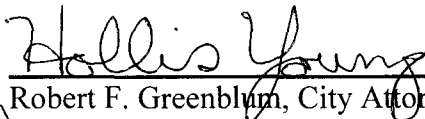
M A Y O R
Julián Castro

ATTEST:



Leticia M. Vasek, City Clerk

APPROVED AS TO FORM:



for _____
Robert F. Greenblum, City Attorney

Agenda Item:	13C (in consent vote: 6, 7, 8, 9, 10, 1010A, 1010B, 11, 13, 1313A, 1313B, 1313C, 14, 15, 16, 17, 18, 19, 20, 21, 23, 24, 25, 26, 27, 28, 29, 30, 32, 34, 36, 37)
Date:	12/19/2013
Time:	10:01:40 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the approval of an Easement Agreement with the San Antonio River Authority to provide access for public purposes.
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				x
Ivy R. Taylor	District 2		x				
Rebecca Viagran	District 3	x					
Rey Saldaña	District 4		x			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				
Carlton Soules	District 10		x				

necessary, and to the extent necessary, to maintain the same storage capacity of Salado Site 5 dam. Such approval by Grantor's Watershed Operations Department Manager shall not be considered as an approval of the design features of any activity authorized or an implication that such construction is considered adequate for the purpose intended. It does not authorize any damage to private property, invasion of private rights, or any infringement of federal, state, or local laws or regulations.

Grantee shall comply with all present and future federal, state, and local laws and regulations, including, but not limited to the provisions of 30 T.A.C. § 213.000 *et. seq.*, as amended, all present and future rules and regulations of the Edwards Aquifer Authority, and all present and future rules and regulations of the Texas Historical Commission.

Grantee shall build and maintain a secure six foot high, non-climb fence to partition the dam structure from the Easement Property. Grantee shall construct gates in the fence at points of entry into the dam site. Grantee shall complete installation of fencing prior to construction improvements on Easement Property. Grantee shall complete installation of fencing by July 1, 2014. Grantee shall maintain the fence in good condition and repair.

Grantee shall not begin construction of improvements on the Easement Property without the prior written approval of Grantor's Watershed Operations Department Manager. Grantee will provide Grantor a thirty (30) day review period of the construction plans for future roadway and parking lot improvements on Easement Property. Grantee shall not occupy the Easement Property or allow any other use of the Easement Property other than for security and maintenance of existing conditions on the Easement Property until the Easement Property is improved for public recreational use. Grantor will be given recognition in any public ceremony or permanent signage associated with the improvements on the Easement Property. Grantee shall maintain the Easement Property in good condition and repair.

Grantee has had full opportunity to examine the Easement Property and acknowledges that there is in and about them nothing dangerous to life, limb or health, and Grantee hereby waives any claim for damages that may arise out of the condition of the premises. Grantee's taking possession of the Easement Property shall be conclusive evidence of Grantee's acceptance thereof and Grantee, as a material part of the consideration for this easement, hereby accepts the Easement Property "AS IS, WHERE IS, AND WITH ALL FAULTS" with any and all latent and patent defects. Grantee acknowledges and stipulates that Grantee is not relying on any representation, statement or other assertion with respect to the condition of the Easement Property but is relying on Grantee's examination of the Easement Property. Grantee accepts the Easement Property with the express understanding and stipulation that there are no express or implied warranties, that there is no warranty by Grantor that the Easement Property has a particular financial value or is fit for a particular purpose. Grantor specifically disclaims any warranty of suitability for Grantee's intended use of the Easement Property.

Grantee agrees that no representations respecting the condition of the Easement Property and no promises to repair, maintain or improve the Easement Property, either before or after the

execution hereof, have been made by the Grantor, its agents, or employees to Grantor. Grantee acknowledges that the Easement Property is located, in part, within the structures and improvements of Salado Site 5 dam, is used by Grantor to detain and convey floodwaters impounded by the Salado Site 5 dam, and is subject to periodic flooding.

Grantee assumes all risk of loss or damage to cars parked on the Easement Property and will provide such security as Grantee deems appropriate to protect the parked cars from loss or damage. River Authority will not provide security for the Easement Property or any cars parked on the Easement Property.

Grantor grants, sells and conveys this Easement to Grantee subject to all matters of public record that do not materially affect the purposes of the Easement.

In the event that Grantee fails to use the Easement Property for Panther Springs Park for public park purposes or fails to complete construction of the park improvements, Grantor shall provide written notice to Grantee of such failure and the Grantee will have the opportunity to make the necessary modifications agreed upon by both the Grantor and the Grantee. If a mutual agreement cannot be reached by the Grantor and the Grantee within three months from Grantor's written notice to Grantee of the occurrence of any of these events, this Easement will terminate, and Grantee will vacate the Easement Property immediately upon notice from Grantor and restore the Easement Property to the condition it was in prior to Grantee's use of the Easement Property.

TO HAVE AND TO HOLD the above described easement and rights unto Grantee and its successors and assigns for as long as said rights are used for the above stated purposes. Grantor, Grantor's successors and legal representatives bind themselves to warrant and forever defend all and singular the above described easement and rights unto Grantee its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through and under Grantor, but not otherwise.

SIGNED this _____ day of _____, 2013.

GRANTOR:

San Antonio River Authority

By: _____
Suzanne B. Scott, General Manager

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me, the undersigned authority on the ____ day of _____ 2013 by Suzanne B. Scott, General Manager of San Antonio River Authority.

Notary Public, State of Texas

GRANTEE:

City of San Antonio, Texas

By: _____
Sheryl Sculley, City Manager

STATE OF TEXAS

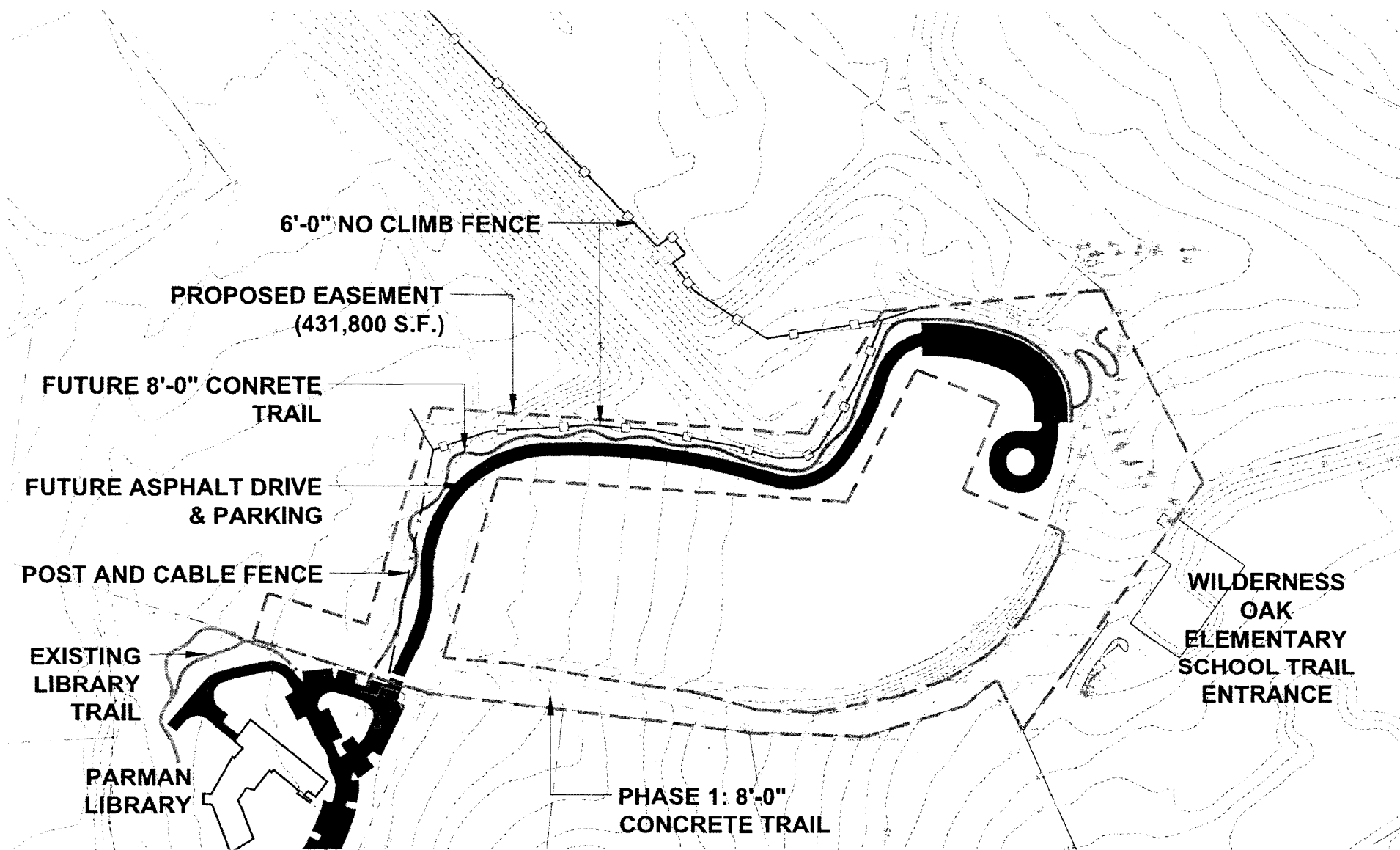
COUNTY OF BEXAR

This instrument was acknowledged before me, the undersigned authority on the ____ day of _____ 2014 by Sheryl Sculley, City Manager of City of San Antonio, Texas.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City of San Antonio, Texas
P. O. Box 839966
San Antonio, Texas 78238-9966



PANTHER SPRINGS PARK- SARA EASEMENT

TDG 11.20.13