

AN ORDINANCE 2015-09-17-0798

AUTHORIZING THE CLOSURE, VACATION, AND ABANDONMENT OF APPROXIMATELY 0.715-ACRE UNIMPROVED PORTIONS OF LINK DRIVE AND ANCHOR DRIVE IN COUNCIL DISTRICT 9, AS REQUESTED BY MERITAGE HOMES OF TEXAS LLC FOR A FEE, WITH WAIVERS, OF \$15,637.00.

* * * * *

WHEREAS, Meritage Homes of Texas, LLC, is requesting the City of San Antonio close, vacate and abandon its interest in 0.715 acre of unimproved portions of Link Drive and Anchor Drive in Council District 9; and

WHEREAS, Lockhill Estates No. 2 was platted in 1950, but never constructed; and

WHEREAS, The City closed, vacated and abandoned portions of Link Drive, Lima Drive and Anchor Drive in 2014; and

WHEREAS, Lockhill Estates No. 2 is to be re-platted as "The Preserve at Castle Hills" and will consist of 82 single family homes; and

WHEREAS, The property is within the Inner City Revitalization Infill Policy Area and qualifies for a 25% fee waiver based on the proposed level of investment of \$15,000,000.00 and staff recommends an additional 25% waiver as a contribution to the construction of Silver Oaks public right-of-way; and

WHEREAS, Meritage Homes of Texas, LLC has obtained all necessary signatures to request the closure of the remaining right-of-ways; **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 closes, vacates, and abandons the rights-of-way ("Right-of-Way Segments") 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.

SECTION 2. The detailed description of the Right-of-Way Segments are set forth on are set forth at **Attachment I**. Maps and pictures of the Right-of-Way Segments 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 Right-of-Way Segment exists by virtue of a subdivision plat recorded at Volume 2805, Page 118, Official Public Records of Bexar County, Texas.

SECTION 4. The properties abutting the Right-of-Way Segment are:

Address:	Description:	Owner Listed by Bexar Appraisal District:
10719 Link Drive	NCB 11732 Blk 16 Lot SW 62.5 ft of 10	Meritage Homes of Texas, LLC
10711 Link Drive	NCB 11732 Blk 16 Lot 11	Meritage Homes of Texas, LLC
10703 Link Drive	NCB 11732 Blk 16 Lot 12	Meritage Homes of Texas, LLC
10702 Link Drive	NCB 11732 Blk 17 Lot 1	Meritage Homes of Texas, LLC
10710 Link Drive	NCB 11733 Blk 17 Lot 2	Meritage Homes of Texas, LLC
10718 Link Drive	NCB 11733 Blk 17 Lot 3	Meritage Homes of Texas, LLC
1835 Lockhill Selma Rd	NCB 11766 Blk 20 Lot 5 (Lockwest Apartments)	Manor at Castle Hills 2012, LP

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 5. In addition to the condition stated in Section 1, a further condition to the closure effected by this Ordinance is a plat being approved no later than December 31, 2016, dedicating approved and recorded access per Chapter 35 of the City Code for all lots associated with the Right of Way Segments. Such plat must ensure that traffic or related right-of-way conditions are in compliance with the City Code of San Antonio. If no such plat is timely approved, this Ordinance is void. Additionally, the closure is further conditioned on the owners of abutting property to the Right of Way Segments dedicating a public access easement, in substantially the same form as shown in **Attachment III**, to serve in the same capacity as the streets being abandoned until either the Right of Way Segment areas are replatted or this Ordinance is void.

SECTION 6. All presently existing water and wastewater lines and facilities, electric transmission and distribution 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 used, repaired, enlarged, and maintained in the ordinary course of business. Any person wanting removal of an existing utility line or facility must negotiate separately with the pertinent utility. Any person building on the Right-of-Way Segments without first reaching an agreement with a utility having lines or facilities in the segment does so at his own risk. After the date of this Ordinance, no utility may add additional utility lines or facilities in the Right-of-Way Segments based on a claim that the Right-of-Way Segment is public right of way. All existing drainage rights in the Right-of-Way Segments 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 right of way.

SECTION 7. The City Manager or her designee, severally, are authorized and directed to execute and deliver all documents and to do all other things conducive to reflect this closure, abandonment, and vacation.

SECTION 8. 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 9. The requirements of Section 37-11 of the City Code for fee reduction are waived. The total cost for the closures is \$15,637.00. Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 256000000001 and General Ledger 4903101.

SECTION 10. 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.

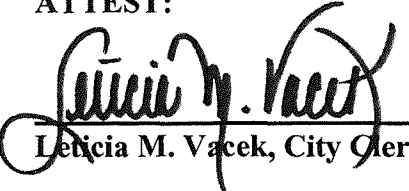
SECTION 11. The disposition of any surplus property must be coordinated through the city's Finance Department to assure the removal of these assets out of the City's financial records and to record the proper accounting transactions.

SECTION 12. 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 17th day of September, 2015.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

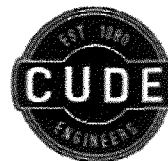
APPROVED AS TO FORM:


for Martha G. Sepeda, Acting City Attorney

Agenda Item:	23 (in consent vote: 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 20, 22A, 22B, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 35, 36, 37, 38, 40, 41, 42, 43)
Date:	09/17/2015
Time:	10:02:11 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing the closure, vacation and abandonment of a 0.715 acre of an unimproved portion of Link Drive and Anchor Drive established in Council District 9, as requested by Meritage Homes of Texas, LLC, for a fee of \$15,637.00 [Peter Zanoni, Deputy 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				
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Ray Lopez	District 6		x			x	
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I



Page 1 of 3

PROPERTY DESCRIPTION OF

A 0.715 of an acre tract of land, being out of Link Drive, a 60-foot wide street right-of-way dedicated by the subdivision plat of Lockhill Estates Unit No. 2, recorded in Volume 2805, Page 118, Deed and Plat Records of Bexar County, Texas, also being out of Anchor Drive, formerly known as Ackard Drive, a 50-foot wide street right-of-way also dedicated by said subdivision plat of Lockhill Estates Unit No. 2, and also being out a 5-foot wide street right-of-way dedicated by the subdivision plat of Lockwest Apartments, recorded in Volume 9544, Page 6, Deed and Plat Records of Bexar County, Texas; said 0.715 of an acre tract, being more particularly described as follows:

BEGINNING: At a ½" iron rod found on the northeast right-of-way line of said Anchor Drive, being the south corner of Lot 1, Block 17 of said Lockhill Estates Unit No. 2 and the west corner of Lot 12, Block 17 of said Lockhill Estates Unit No. 2, for the most southerly east corner of the herein described tract;

Thence: S41°30'00"W, across said Anchor Drive right-of-way and said 5-foot street right-of-way dedicated by the subdivision plat of Lockwest Apartments, a distance of 55.00 feet to a point on the southwest right-of-way line of said Anchor Drive and the northeast line of Lot 5, Block 20, N.C.B. 11766 of said Lockwest Apartments, for the south corner of the herein described tract;

Thence: N48°30'00"W, with the southwest right-of-way line of said Anchor Drive and the northeast line of said Lot 5, Block 20, a distance of 225.00 feet to a point, being the south corner of a 0.5574 of an acre tract described in City Ordinance No. 2014-05-15-0330, recorded in Volume 16692, Page 196, Official Public Records of Real Property of Bexar County, for the west corner of the herein described tract;

Thence: N41°30'00"E, across said 5-foot street right-of-way dedicated by the subdivision plat of Lockwest Apartments, said Anchor Drive right-of-way, the northwest right-of-way line of said Link Drive, and the southeast line of Lots 10, 11 and 12, Block 16 of said Lockhill Estates Unit No. 2, a distance of 367.50 feet to a point, being the west corner of a 0.6025 of an acre tract described in said City Ordinance No. 2014-05-15-0330, for the north corner of the herein described tract;

Thence: S48°30'00"E, across said Link Drive right-of-way, with the southwest line of said 0.6025 of an acre tract, a distance of 60.00 feet to a point on the southeast right-of-way line of said Link Drive and the northwest line of Lot 3, Block 17 of said Lockhill Estates Unit No. 2, for the most northerly east corner of the herein described tract;

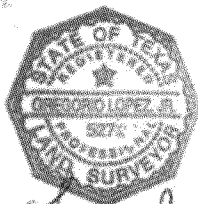
Thence: S41°30'00"W, with the southeast right-of-way line of said Link Drive and the northwest line of Lots 1, 2 and 3, Block 17 of said Lockhill Estates Unit No. 2, a distance of 312.50 feet to a point at the intersection of the southeast right-of-way line of said Link Drive, with the northeast right-of-way line of said Anchor Drive, being the east corner of said Lot 1, Block 17, for an interior corner of the herein described tract;

Thence: S48°30'00"E, with the northeast right-of-way line of said Anchor Drive and the southwest line of said Lot 1, Block 17, a distance of 165.00 feet to the POINT OF BEGINNING, and containing 0.715 of an acre of land.

Note: Bearings are based on the subdivision plat of Lockhill Estates Unit No. 2, recorded in Volume 2805, Page 118, Deed and Plat Records of Bexar County, Texas.

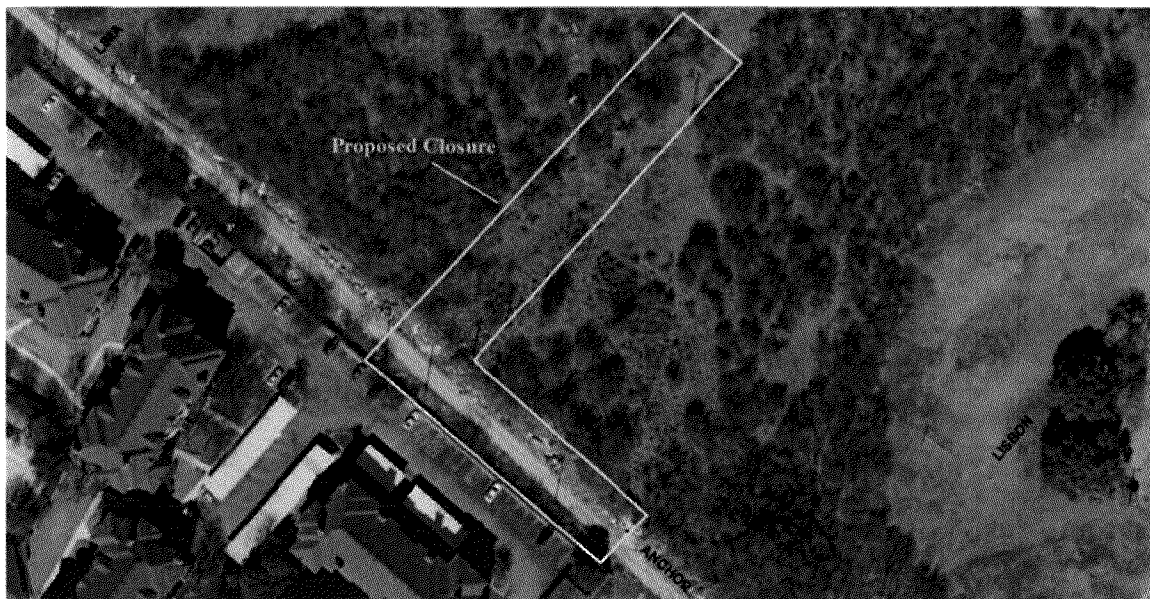
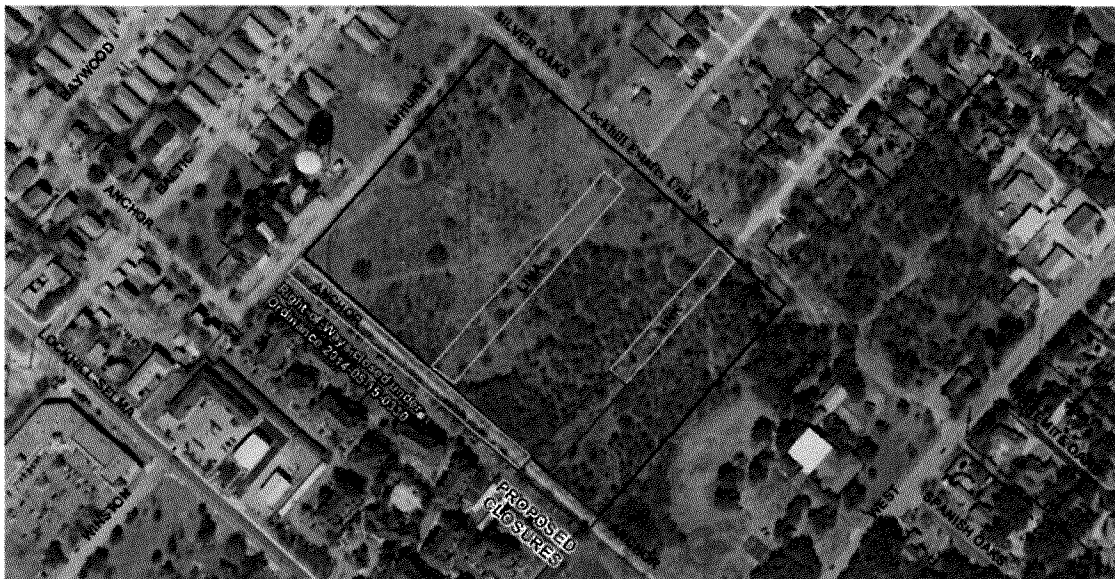
Survey plat accompanying this description of even date.

Project No. 02879.030
Date: March 31, 2015
G.L.



Cesar Lopez, Jr. 4/1/15

Attachment II



Attachment III

Public Access Easement

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.

Effective Date: September 9, 2015

Grantor: Meritage Homes of Texas, LLC

Grantor's Mailing Address: 3010 North Loop 1604 West, Suite 214, San Antonio, Texas 78231

Grantee: City of San Antonio, for the use of the general public.

Easement Property: Approximately 0.715 acre tract of land, as described in EXHIBIT A, over property owned by Meritage Homes of Texas, LLC

Easement Purpose: Providing shared, free and uninterrupted pedestrian and vehicular ingress and egress to adjoining property owners.

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

Grant of Easement: Grantor grants, sells, and conveys to Grantee an easement over, on, and across the Easement Property for the Easement Purpose and for the benefit of the public, 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. To have and to hold the Easement to Grantee 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 exclusive and irrevocable, subject, however, to currently existing easements and the terms of paragraphs 2 and 3 below. The Easement is for the benefit of Grantee to be used in common with Grantor and other members of the public.

2. *Duration of Easement.* The duration of the Easement shall be the period commencing on the Effective Date and automatically expiring upon the first of either (i) recordation of an approved subdivision plat (or replat) covering the Easement Area that provides access to the land described on Exhibit A attached hereto (the "Subdivision") or any reconfiguration of the lots comprising the Subdivision or (ii) if the Easement Property once again

becomes public right-of-way pursuant to the terms of an ordinance duly adopted by the City of San Antonio.

3. *Reservation of Rights.* Grantor reserves for Grantor and Grantor's successors and assigns the right to continue to use and enjoy the surface of 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 the Grantee unless agreed to in writing by Grantee.

4. *Improvement and Maintenance of Easement Property.* Maintenance of the Easement Property will be at the sole expense of Grantor.

5. *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 partnership, 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 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.

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

7. *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.

[Signatures Appear on Following Page]

Meritage Homes of Texas, LLC,
a Texas limited liability company

By: [Signature]
Jeremy Flach, Division President

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 9 day of September 2015, by Brian Otto, the Vice President of Land Development of Meritage Homes of Texas, LLC, a Texas limited liability company, on behalf of said limited liability company and in the capacity therein stated.

[Signature]
Notary Public in and for the State of Texas

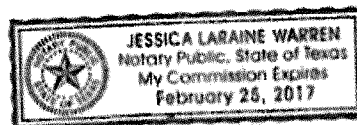


Exhibit A



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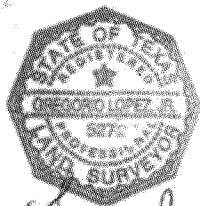
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Survey plat accompanying this description of even date.

Project No. 02879.030
Date: March 31, 2015
G.L.



Carlos Lopez, Jr. 4/1/15

