

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

**AN ORDINANCE**

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

\* \* \* \* \*

**WHEREAS**, Silver Ventures, (Petitioner) is requesting the closure, vacation and abandonment of portions of Public Rights of Way known as Quincy Street and Schiller Street; and

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

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

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

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

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

**SECTION 2.** The detailed description of the Right of Way Segment is set forth on **Attachment I**. Maps and pictures of the Right of Way Segment are set forth on **Attachment II**. Both Attachments I and II are incorporated into this ordinance for all purposes as if they were fully set forth. Attachment I controls over any discrepancy between it and Attachment II.

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

Address:	Description:	Owner Listed by Bexar Appraisal District:

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

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

1. Silver Ventures, as owner of abutting property, must dedicate a 22.5 foot irrevocable public drainage easement, in substantially the same form and over the area as shown in **Attachment III** at no cost to the City of San Antonio and no later than May 31, 2016;
2. Silver Ventures must grant a 50 sq ft Right of Way easement as shown in **Attachment IV** to the City of San Antonio at no cost to the City of San Antonio and no later than June 31, 2016;
3. Silver Ventures must demolish the San Antonio River Authority building shown in **Attachment V** at their cost no later than May 31, 2016 (including acquiring necessary approvals and permits);
4. Silver Ventures must pay costs resulting from the 4 ft overlap of the Newell easement onto the existing Level 3 easement on the property.
5. Silver Ventures must provide a temporary access easement across their property for access to Quincy Street related to the City of San Antonio McCullough Avenue Area Drainage Project, a 2012-2017 Bond-funded Project, to allow for final overlay work.
6. Silver Ventures and any other owners of abutting property to, or within, the Right of Way Segment that own fee in the Right of Way Segment area must provide a public access easement, in substantially the same form as shown in **Attachment VI**, to serve in the same capacity as the streets being abandoned until the Right of Way Segment and adjoining properties are replatted in conformance with Chapter 35 of the City Code of San Antonio.

**SECTION 5.** 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 Segment 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 Segment based on a claim that the Right of Way Segment is public right of way. All existing drainage rights in the Right of Way Segment are retained by the City. This closure does not give up any right arising other than from the plat or other instrument creating the public street right of way.

**SECTION 6.** If the City Manager finds that each of the conditions listed in this Ordinance have been satisfied, the City Manager or her designee is authorized and directed to execute and deliver a recordable certificate of closure reflecting this ordinance and closing, vacating and abandoning the Right of Way 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 7.** The Right-of-Way Segments exist by easement. The underlying fee ownership of the Right-of-Way Segments by the adjacent lot owners is now unburdened by the rights closed, vacated, and abandoned.

**SECTION 8.** Funds generated by this ordinance will be deposited into XXX. Silver Ventures shall pay \$411,524.00 to the City of San Antonio.

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

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

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

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

M A Y O R  
Ivy R. Taylor

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Leticia M. Vacek, City Clerk

\_\_\_\_\_  
Martha G. Sepeda, Acting City Attorney

DRAFT

## Attachment I



### FIELDNOTE DESCRIPTION FOR

A 0.929 acre, or 40,458 square feet more or less, tract of land being all of Schiller Street, a 55.6-foot right-of-way, and a portion of Quincy Street, a variable width right of way, in the City of San Antonio, Bexar County, Texas. Said 0.929 acre tract being more fully described as follows, with bearings based on the Texas Coordinate System established for the South Central Zone from the North American Datum of 1983 NAD 83 (NA2011) epoch 2010.00;

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

Page 1 of 2

PR

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

THENCE: N 33°46'35" W, along and with the southeast right-of-way line of said Park Avenue, a distance of 26.88 feet to a found ½ inch iron rod at the intersection of the northwest right-of-way line of said Quincy Street with the southeast right-of-way line of said Park Avenue, the south corner of a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 16857, Page 633, of said Official Public Records;

THENCE: Departing the northeast right-of-way line of said Park Avenue, along and with the northwest right-of-way line of said Quincy Street, the southeast lines of said Broadway SA Investors tract, and a tract described in deed to Broadway SA Investors GP, LLC recorded in Volume 14877, Page 546 of said Official Public Records, the following bearings and distances:

N 55°56'48" E, a distance of 110.78 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson";

N 33°46'35" W, a distance of 2.20 feet to a found ½ inch iron rod with yellow cap marked "Pape-Dawson";

N 55°56'48" E, a distance of 166.80 feet to a found nail;

S 33°55'09" E, a distance of 2.20 feet to a found ½ inch iron rod;

N 55°56'48" E, a distance of 55.57 feet to a found ½ inch iron rod at the intersection of the northwest right-of-way line of Quincy Street with the southwest right-of-way line of Schiller Street, the east corner of said Broadway SA Investors tract;

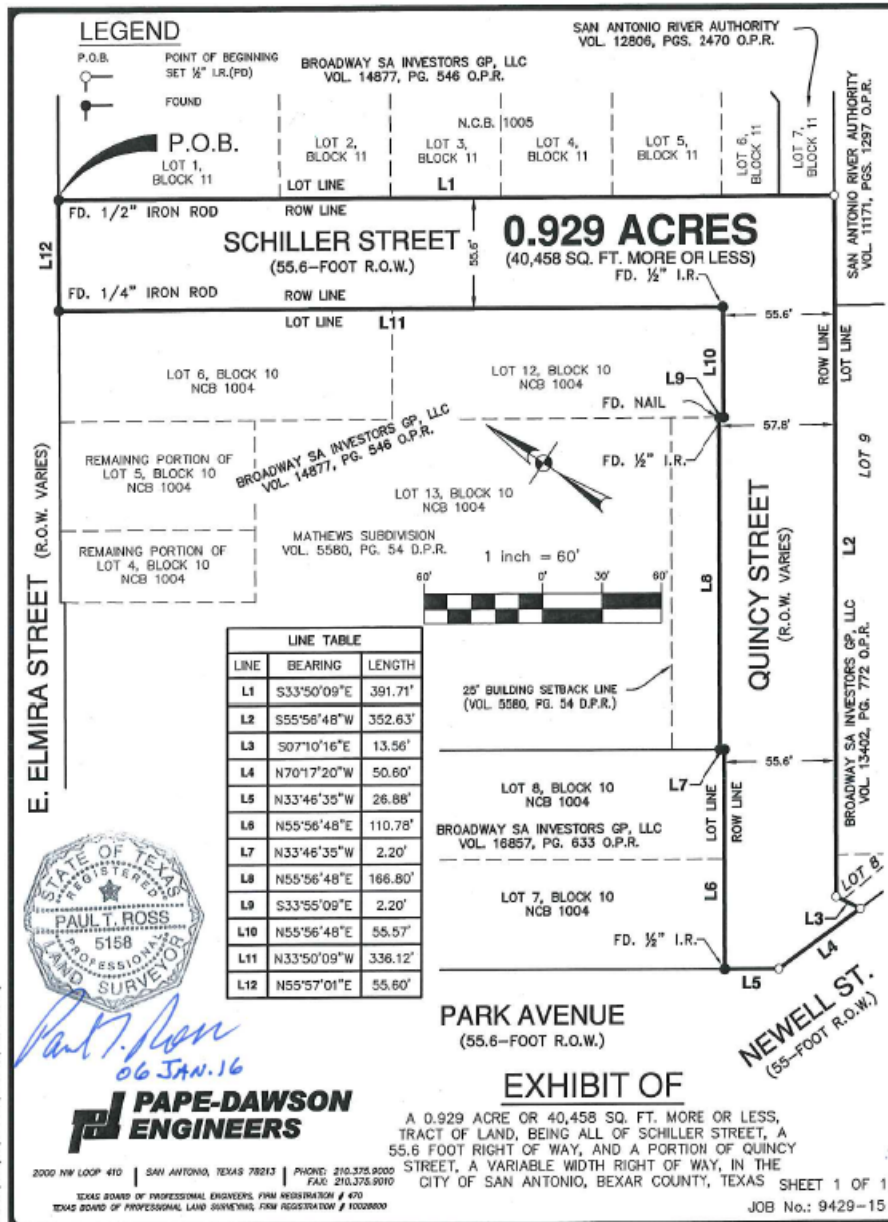
THENCE: N 33°50'09" W, along and with the northeast line of said Broadway SA Investors tract, the southwest right-of-way line of said Schiller Street, a distance of 336.12 feet to a ¼ inch iron rod at the intersection of the southwest right-of-way line of said Schiller Street, the southeast right-of-way line of said E. Elmira Street, the north corner of said Broadway SA Investors tract;

THENCE: N 55°57'01" E, along and with the southeast right-of-way line of said E. Elmira Street, a distance of 55.60 feet to the POINT OF BEGINNING, and containing 0.929 acres in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with a survey made on the ground and a survey description and map prepared under job number 9429-15 by Pape-Dawson Engineers, Inc.

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



**PAPE-DAWSON**



## Attachment II



**Attachment III**

---

**Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.**

---

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

**Drainage Easement Dedication**

---

**Grantor:**

**Grantor's Address:**

**Grantee:** City of San Antonio

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

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

**Servient Estate:** /?????/ acres, more or less, out of \_\_\_\_\_, an addition to the City of San Antonio, Bexar County, Texas according to plat thereof filed of record in Volume \_\_\_\_\_, Pages \_\_\_\_\_ of the Deed and Plat Records of Bexar County, Texas, said land being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

For Ten Dollars in hand paid, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and for and in consideration of the benefits

accruing to Grantors, and to Grantors' other property, Grantor grants, dedicates, and conveys to Grantee and to the public generally, an easement in gross in perpetuity over, across, under, and upon the Servient Estate. The easement may be used only for the Purpose of Easement stated above. Grantor covenants for itself, its heirs, executors, successors, and assigns that no permanent building or obstruction of any kind will be placed on the Servient Estate.

**To Have and To Hold** the above described easement and rights unto the Grantee and the public until its use is abandoned.

Grantors bind themselves, their heirs, executors, successors, and assigns, to warrant and forever defend all and singular the above described easement and rights unto the public against every person whomsoever lawfully claiming or to claim the same or any part thereof.

By accepting this easement, Grantee does not assume the duty to maintain the Servient Estate for cosmetic purposes. Cosmetic maintenance remains the responsibility of the owner of the underlying fee interest. Grantee's sole rights and duties under this instrument relate to drainage.

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

By:\_\_\_\_\_

Title:\_\_\_\_\_

**State of Texas** §

§

**County of Bexar** §

This instrument was acknowledged before me by \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_, 2016.

\_\_\_\_\_  
Notary Public, State of Texas

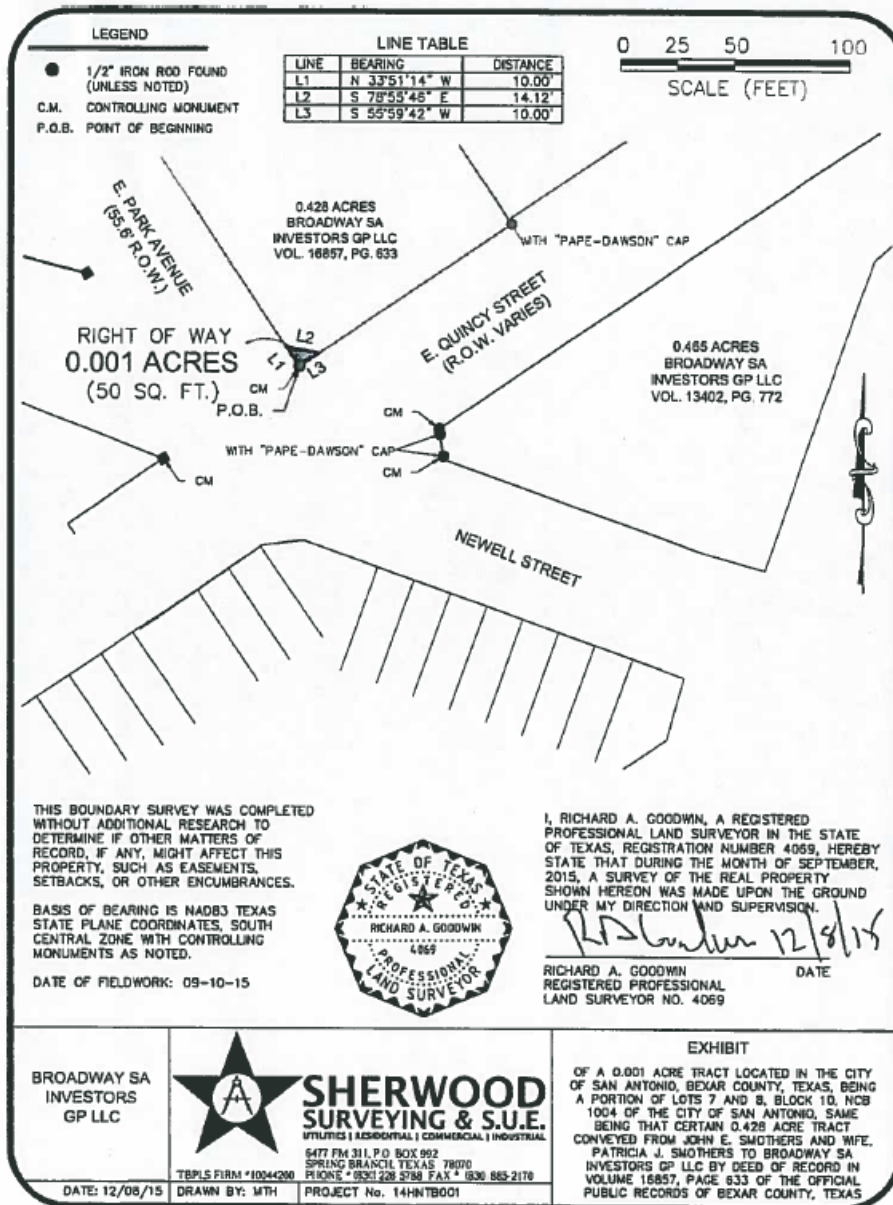
My Commission expires:\_\_\_\_\_

Accepted under Ordinance:\_\_\_\_\_

**Approved As To Form:**

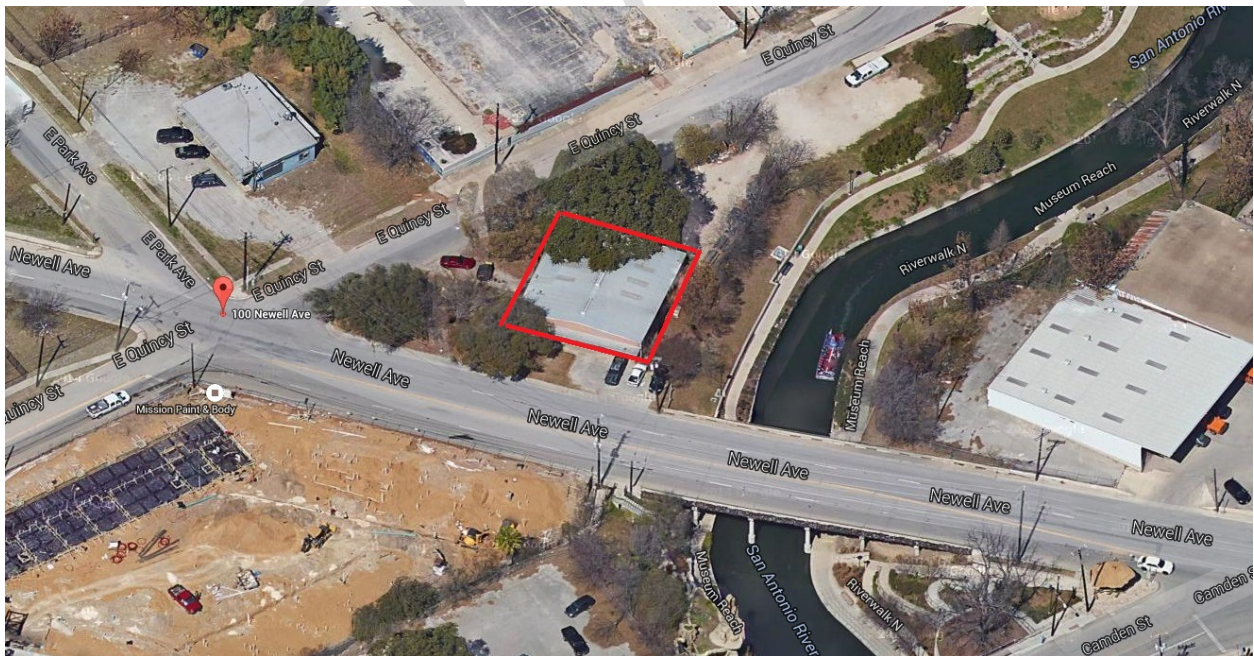
\_\_\_\_\_  
City Attorney

Attachment IV



## Attachment V

---



## Attachment VI

---

### 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: \_\_\_\_\_, 2016

Grantor:

Grantor's Mailing Address:

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

Easement Property:

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:

By: \_\_\_\_\_  
                    , Manager

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_,  
2016, by \_\_\_\_\_, the \_\_\_\_\_ of \_\_\_\_\_, a  
Texas limited liability company, on behalf of said limited liability company and in the capacity  
therein stated.

\_\_\_\_\_  
Notary Public in and for the State of Texas