

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

AN ORDINANCE

**DECLARING A 0.156 ACRE TRACT OF CITY OWNED REAL
PROPERTY LOCATED AT 311 SHANNON LEE DRIVE IN COUNCIL
DISTRICT 1 AS SURPLUS AND AUTHORIZING ITS SALE TO C.
KENNETH PARKER FOR \$14,656.55.**

* * * * *

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

SECTION 1. The City Manager and her designee, jointly or severally, are authorized and directed to sell to C. Kenneth Parker the 0.156 acre tract, as described in **Attachment I**, which is incorporated herein for all purposes as if fully stated, for \$14,656.00. The City Manager and her designee, severally, are authorized and directed to execute and deliver on behalf of the City a deed without warranty, substantially in the form shown in **Attachment II** conveying the above-described property. The City Manager and her designee, severally, are authorized to take all additional actions reasonably necessary or convenient to effectuate the transaction, including executing and delivering all instruments and agreements conducive to effectuating the transaction.

SECTION 2. Funds generated by this Ordinance will be deposited into Fund 11001000, Internal Order 223000000253 and General Ledger 4903101.

SECTION 3. The disposition of 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 4. 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 5. 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 _____, 2017.

AZJ

Item No. _____

M A Y O R
Ron Nirenberg

ATTEST:

APPROVED AS TO FORM:

Leticia M. Vacek, City Clerk

Andrew Segovia, City Attorney

DRAFT

AZJ

Item No. _____

Attachment I

SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS: VOL. _____ PAGE _____ RECORDS _____ VOL. _____ PAGE _____ RECORDS _____ VOL. _____ PAGE _____ RECORDS _____ VOL. _____ PAGE _____ RECORDS _____ VOL. _____ PAGE _____ RECORDS _____ VOL. _____ PAGE _____ RECORDS _____																															
LEGEND <table style="width: 100%; font-size: 0.8em;"> <tr> <td>N45°00'00"E 100.00'</td> <td>RECORD INFORMATION</td> <td>S45°00'00"W 100.00'</td> <td>AS MEASURED IN FIELD</td> <td>— WOOD FENCE</td> <td>— WIRE FENCE</td> <td>— CHAIN LINK FENCE</td> </tr> <tr> <td>○ PROPERTY CORNER MONUMENTATION</td> <td>○ GUARD SET</td> <td>○ CONCRETE CURB</td> <td>○ FIRE HYDRANT</td> <td>△ TRANSFORMER</td> <td>□ ELECTRIC BOX</td> <td>□ TELEPHONE PEDESTAL</td> </tr> <tr> <td>○ RETAINING WALL</td> <td>△ AC</td> <td>△ TREE</td> <td>△ WATER METER</td> <td>△ WATER VALVE</td> <td>△ SAN. SEWER MANHOLE</td> <td>● CLEAN OUT</td> </tr> <tr> <td>○ LIGHT POST</td> <td>— OVERHEAD ELECTRIC LINE</td> <td>— WATER FLOW</td> <td></td> <td></td> <td></td> <td></td> </tr> </table>				N45°00'00"E 100.00'	RECORD INFORMATION	S45°00'00"W 100.00'	AS MEASURED IN FIELD	— WOOD FENCE	— WIRE FENCE	— CHAIN LINK FENCE	○ PROPERTY CORNER MONUMENTATION	○ GUARD SET	○ CONCRETE CURB	○ FIRE HYDRANT	△ TRANSFORMER	□ ELECTRIC BOX	□ TELEPHONE PEDESTAL	○ RETAINING WALL	△ AC	△ TREE	△ WATER METER	△ WATER VALVE	△ SAN. SEWER MANHOLE	● CLEAN OUT	○ LIGHT POST	— OVERHEAD ELECTRIC LINE	— WATER FLOW				
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<div style="display: flex; justify-content: space-between;"> <div style="width: 45%;"> <p style="text-align: center;">LOT 19 & THE EAST 1/2 OF A 30' POWER EASEMENT BETWEEN LOT 18 & LOT 19</p> <p style="text-align: center;">LOT 18, EXCLUDING THE NORTH 15', & THE WEST 1/2 OF A 30' POWER EASEMENT BETWEEN LOT 18 & LOT 19</p> <p style="text-align: center;">A 45' WIDE CUTOUT (6817 SQ.FT) (0.156 AC.)</p> <p style="text-align: center;">SHANNON LEE DR.</p> </div> <div style="width: 50%;"> <p>NOTE: THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT AND MAY NOT SHOW ALL SETBACK / EASEMENTS OR OTHER MATTERS AFFECTING THIS PROPERTY.</p> <p>NOTE: THIS SURVEY WAS PERFORMED WITH THE INTENT TO ESTABLISH PROPERTY CORNERS AND MARK POINTS ON LINE. FLATWORK, FENCES, UTILITIES AND STRUCTURES ARE NOT DEPICTED.</p> <p style="text-align: center;">LOT 20</p> <p>* & 1/2 OF A 30' POWER EASEMENT BETWEEN LOT 18 & LOT 19</p> </div> </div>																															
LOT(S) <u>19*</u> BLOCK <u>3</u> N.C.B. <u>12011</u> SUBDIVISION <u>DELL-WOOD MANOR</u> VOLUME <u>3377</u> PAGE <u>153</u> OF THE <u>DEED & PLAT</u> RECORDS OF <u>BEXAR</u> COUNTY, TEXAS WITNESS MY HAND AND SEAL THIS <u>25TH</u> DAY OF <u>APRIL</u> , 2017. BUYER <u>—</u> ADDRESS <u>311 SHANNON LEE DR.</u> GF# <u>—</u>																															
I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS, DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. SETBACKS AND EASEMENTS SHOWN ARE FROM RECORDED COUNTY DOCUMENT RECORDS. MUNICIPAL RESTRICTIONS ARE NOT SHOWN. COPYRIGHT © 2017 STEPHEN G. COOK ENGINEERING, INC. ALL RIGHTS RESERVED <div style="display: flex; justify-content: space-between; align-items: center;"> <div style="width: 40%;"> <p>STEPHEN G. COOK, R.P.L.S.</p> </div> <div style="width: 55%; text-align: right;"> <p>REVISION DATE: 8/29/17 ES</p> </div> </div>																															
<table style="width: 100%; font-size: 0.8em;"> <tr> <td style="width: 30%;"> 999-777-878C SGCE JOB NO# J.A.B. J.C./R.J.B. DRAWN BY SURV. BY DISK CADD/W </td> <td style="width: 20%; text-align: center;"> </td> <td style="width: 50%;"> STEPHEN G. COOK ENGINEERING, INC. 12000 STARCREST, SUITE 107 REGISTERED LAND SURVEYORS SAN ANTONIO, TEXAS 78247-4117 TOLL FREE 1-800-441-1111 210/481-2533 • FAX: 210/481-2150 TEMPL # 10005400 WWW.SGCE.NET </td> </tr> </table>				999-777-878C SGCE JOB NO# J.A.B. J.C./R.J.B. DRAWN BY SURV. BY DISK CADD/W		STEPHEN G. COOK ENGINEERING, INC. 12000 STARCREST, SUITE 107 REGISTERED LAND SURVEYORS SAN ANTONIO, TEXAS 78247-4117 TOLL FREE 1-800-441-1111 210/481-2533 • FAX: 210/481-2150 TEMPL # 10005400 WWW.SGCE.NET																									
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METES AND BOUNDS DESCRIPTION

April 25, 2017

Being a 0.156 acre tract of land (6817 square feet) out of the southwest portion of Lot 19, Block 3, New City Block 12011 in the City of San Antonio, Bexar County, Texas, Dell-Woods Manor Subdivision recorded in Volume 3377, Page 153, Deed and Plat Records, Bexar County, said 0.156 acre tract being more particularly described as follows:

BEGINNING at a 1/2" iron rod set in the northerly Right-of-way line of Shannon Lee Dr. for the southwest corner of said Lot 19 and the southwest corner of the herein described tract;

THENCE, North 00°00'00"West, 152.26 feet along the west line of said Lot 19 to a 1/2" iron rod set for the northwesterly corner of the herein described tract;

THENCE, North 90°00'00"East, 45.00 feet across said Lot 19 to a 1/2" iron rod set for the northeasterly corner of the herein described tract;

THENCE, South 00°00'00"East, 150.00 feet across said Lot 19 to a 1/2" iron rod set in the northerly Right-of-way line of said Shannon Lee Dr. for the southeast corner of the herein described tract;

THENCE, South 85°37'37"West, 30.09 feet along the northerly Right-of-way line of said Shannon Lee Dr. to 1/2" iron rod found;

THENCE, South 90°00'00"West, 15.00 feet along the northerly Right-of-way line of said Shannon Lee Dr. to the POINT OF BEGINNING.

Stephen G. Cook
Registered Professional Land Surveyor
No. 5293
TBPLS Firm # 10005400

SCGE No. 999-777-878



Attachment II: Form of Deed

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 }
 }
County of Bexar }

Deed Without Warranty

Authorizing Ordinance:

Statutory Authority: Local Government Code § 272.001(a)

Grantor: City of San Antonio

Grantor's Mailing Address: City Of San Antonio, P.O. Box 839966, San Antonio,
Texas 78283-3966 (Attn: City Clerk)

Grantor's Street Address: City Hall, 100 Military Plaza, San Antonio, Texas 78205
(Bexar County)

Grantee: C. Kenneth Parker

Grantee's Mailing Address: 301 Shannon Lee Drive
San Antonio, TX 78216-7436

Consideration: \$xx,xxx.00 in hand paid and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged.

Property: All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows:

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any**

Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

Reservations, Restrictions, Exceptions, And Conditions To Conveyance: This conveyance is explicitly subject to the following:

- A. Reservations:** All reservations affecting the Property.
- B. Easements:** All recorded and unrecorded easements, whether or not open and obvious.
- C. Restrictions:** All covenants and restrictions affecting the Property.
- D. Exceptions:** All instruments affecting the Property, whether or not recorded.
- E. Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.

Grantee acknowledges and agrees that the Grantee assumes all risk, liability and expenses associated with the abatement of any asbestos discovered on the property, and releases Grantor from any future liability or expense associated with asbestos abatement.

After Closing, As Between Grantee And Grantor, The Risk Of Liability Or Expense For Environmental Problems, Even If Arising From Events Before Closing, Will Be The Sole Responsibility Of Grantee, Regardless Of Whether The Environmental Problems Were Known Or Unknown At Closing. Once Closing Has Occurred, Grantee Indemnifies, Holds Harmless, And Releases Grantor From Liability For Any Latent Defects And From Any Liability For Environmental Problems Affecting The Property, Including Liability Under The Comprehensive Environmental Response, Compensation, And Liability Act (Cercla), The Resource Conservation And Recovery Act (Rcra), The Texas Solid Waste Disposal Act, Or The Texas Water Code. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any Liability For Environmental Problems Affecting The Property Arising As The Result Of Grantor's Own Negligence Or The Negligence Of Grantor's Representatives. Grantee Indemnifies, Holds Harmless, And Releases Grantor From Any

Item No. _____

Liability For Environmental Problems Affecting The Property Arising As The Result Of Theories Of Products Liability And Strict Liability, Or Under New Laws Or Changes To Existing Laws Enacted After The Effective Date That Would Otherwise Impose On Grantors In This Type Of Transaction New Liabilities For Environmental Problems Affecting The Property.

Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.

In Witness Whereof, Grantor has caused its representative to set its hand:

Grantor:

City of San Antonio, a Texas municipal corporation

By: _____

Printed
Name: _____

Title: _____

Date: _____

Approved As To Form:

By: _____
City Attorney

The State of Texas }

County of Bexar }

Before me, the undersigned authority, this instrument was this day acknowledged by _____, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.

Date: _____

Notary Public, State of Texas
My Commission Expires: _____

AZJ

Item No. _____

After Recording, Return To:

C. Kenneth Parker
301 Shannon Lee Drive
San Antonio, TX 78216-7436

DRAFT