

AN ORDINANCE 2018-11-01-0869

DECLARING AS SURPLUS AN UNIMPROVED, APPROXIMATELY 5.00 ACRE TRACT OF CITY OWNED PROPERTY LOCATED ON WEIDNER ROAD IN COUNCIL DISTRICT 10 AS SURPLUS AND AUTHORIZING ITS SALE TO ROCKPORT FAMILY PARTNERSHIP, LTD. FOR A FEE OF \$217,800.00 AND AUTHORIZING STAFF TO INITIATE ZONING AS NECESSARY FOR THE CONVEYANCE.

* * * * *

WHEREAS, Rockport Family Partnership, Ltd and its affiliates ("Petitioner") has multiple property interests near a 5.00 acre tract of City of San Antonio-owned property on Weidner Road in Council District 10 ("Subject Tract") as depicted in **Attachment A** and more accurately described in **Attachment B**; and

WHEREAS, in addition to developing Crosswinds Business Park and plans to develop 12 additional acres into flex office/warehouse space, Petitioner recently rezoned 21.23 acres from Industrial (I-1) to Multi-Family District (MF-33) and Commercial (C-3) in order to proceed with a new multi-family development and charter school as depicted in **Attachment C**; and

WHEREAS, the Subject Tract was originally intended for use as a regional detention pond and is located in a low point of the area and floods during rain events and has a significant amount of drainage passing through it, including drainage from Petitioner's other property interests; and

WHEREAS, recent reviews of the Subject Tract determined there would be minimal benefit on a regional basis and the Subject Tract was presented to Transportation & Capital Improvements Real Estate Division to coordinate a review by City of San Antonio Departments to determine if the property could be declared as surplus and disposed of in accordance with the Municipal Code; and

WHEREAS, the review was concluded and the request for the declaration of the Subject Tract as surplus was conditionally approved; and

WHEREAS, the City of San Antonio utilized broker services permitted under Chapter 253 of Local Government Code, the Subject Tract was advertised for at least 30 days on a multiple-listing service, and Petitioner submitted the highest cash offer; and

WHEREAS, the City of San Antonio and Petitioner executed a purchase agreement for the Subject Tract, a copy of which is attached as **Attachment D** and if City Council approves the declaration of the Subject Tract as surplus and its sale, the sale will be completed; and

WHEREAS, in addition to the sale of the Subject Tract, this item will authorize staff to initiate zoning as necessary for the conveyance of the property as the Subject Tract is currently zoned I2 (Heavy Industrial). Rezoning the property as MF-33 will allow the developer to incorporate the property as part of the multi-family development and utilize the space to accommodate the drainage and as open space, which can be used as central park/play space in relation to the development; and

WHEREAS, the City of San Antonio's Planning Commission recommended approval of this request at its regular meeting on August 22, 2018; **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:

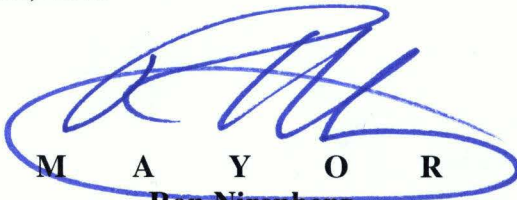
- A. Declares the Subject Tract as surplus to the needs of the City of San Antonio; and
- B. The City Manager and her designee, jointly or severally, are authorized and directed to convey the Subject Tract to the Petitioner for a fee of \$217,800.00 and execute and deliver on behalf of the City of San Antonio a deed without warranty, substantially in the form shown in **Attachment E**, as needed and appropriate conveying the Subject Tract to the Petitioner; and
- C. The City Manager and her designee, jointly or severally, are authorized and directed to initiate zoning as necessary for the conveyance of the Subject Tract.

SECTION 2. The disposition of surplus property must be coordinated through the City of San Antonio's Finance Department to assure the removal of these assets into the City's financial records and to record the proper accounting transactions.

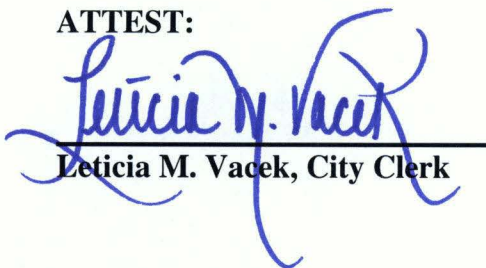
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance, may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific SAP Fund Numbers, SAP Project Definitions, 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 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 1st day of November, 2018.


M A Y O R
Ron Nirenberg

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney

Agenda Item:	11						
Date:	11/01/2018						
Time:	01:04:05 PM						
Vote Type:	Motion to Approve						
Description:	Ordinance declaring a 5.00 acre unimproved tract of city-owned property near Weidner Road in Council District 10 as surplus and authorizing its sale to Rockport Family Partnership, Ltd. for \$217,800.00 for the purpose of constructing a drainage facility and authorizing staff to initiate zoning as necessary for the conveyance of the property. Funds from the sale will be deposited in the Storm Water Regional Detention Fund. [Peter Zanoni, Deputy City Manager; Mike Frisbie, Director, Transportation & Capital Improvements]						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ron Nirenberg	Mayor		x				
Roberto C. Treviño	District 1		x				x
William Cruz Shaw	District 2	x					
Rebecca Viagran	District 3		x				
Rey Saldaña	District 4		x				
Shirley Gonzales	District 5		x				
Greg Brockhouse	District 6		x				
Ana E. Sandoval	District 7		x				
Manny Pelaez	District 8		x				
John Courage	District 9			x			
Clayton H. Perry	District 10		x			x	

VS
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Item No. 11

Attachment A

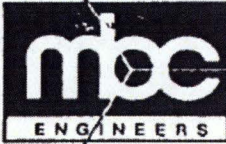
Attachment "A"



VS
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Item No. 11

Attachment B

Attachment "B"



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

415 Breesport Drive, San Antonio, Texas 78216
(210) 349-0151 FAX (210) 349-9302

METES AND BOUNDS DESCRIPTIONS
5.000 ACRE TRACT
SAN ANTONIO, BEXAR COUNTY, TEXAS

BEING 5.000 ACRE (217,801 SQUARE FEET) OUT OF A 71.678 ACRE TRACT AS RECORDED IN VOLUME 7595, PAGE 988 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, SAID 71.678 ACRES BEING OUT OF A CALLED 158.687 ACRE TRACT AS RECORDED IN VOLUME 6175, PAGE 1465 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, SAID 71.678 ACRES BEING SITUATED IN NEW CITY BLOCK 15911, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AND BEING PARTIALLY OUT OF THE J.F.A. SCOTT SURVEY NO. 323, ABSTRACT 676, AND PARTIALLY OUT THE HYPOLITO MENDIOLA SURVEY NO. 308, ABSTRACT NO. 491, SAID 158.687 ACRE TRACT BEING THAT SAME TRACT AS DESCRIBED IN VOLUME 5713, PAGE 811 OF THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: At a found $\frac{1}{4}$ " iron rod and cap "M.B.C." on the east right-of-way line of Weidner Road (a variable width right-of-way), said $\frac{1}{4}$ " iron rod being the northwest corner of this 5.000 acre tract, the southwest corner of a called 0.500 of an acre tract and also being N $00^{\circ}08'53''$ W 818.43 feet from a found $\frac{1}{4}$ " iron rod at the intersection of the east right-of-way line of Weidner Road (a varying width right-of-way) and the north right-of-way line of Schertz Road (an 80' right-of-way);

THENCE: N $59^{\circ}52'40''$ E 289.96 feet passing at 211.74 feet the southeast corner of said 0.500 acre tract as recorded in Volume 4760, Page 1532 of the Official Public Records of Real Property, to a set $\frac{1}{4}$ " iron rod and cap "M.B.C." for the northernmost corner of this tract;

THENCE: S $27^{\circ}44'43''$ E 660.07 feet to a set $\frac{1}{4}$ " iron rod and cap "M.B.C." at the southeast corner of this tract;

THENCE: S $89^{\circ}59'21''$ W 556.96 feet to a set $\frac{1}{4}$ " iron rod and cap "M.B.C." for the southwest corner of this tract, said $\frac{1}{4}$ " iron rod being on the east right-of-way line of Weidner Road;

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EXHIBIT A

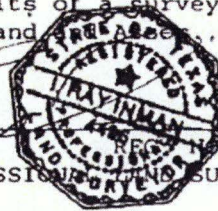
- Page 1 of 2

ROGER W. BOSE, P.E. NO. 23972 • ROBERT A. COPELAND, P.E. NO. 24616 • ROBERT A. LIESMAN, P.E. NO. 44131
SAMUEL B. BLEDSOE, III, P.E. NO. 38820 • DAVID L. ALLEN, P.E. NO. 66073 • ROBERT A. COPELAND, JR. P.E. NO. 70868

THENCE: N 00°08'53" W 438.77 feet along the aforementioned
east right-of-way of Weidner Road to the POINT OF
BEGINNING of this 5.000 acre tract.

I, I. Ray Inman, Registered Professional Land Surveyor do hereby
affirm that this description represents the results of a survey made
on the ground by the firm of Macina, Bose, Copeland & Associates, Inc.

I. RAY INMAN
REGISTERED PROFESSIONAL LAND SURVEYOR



26559
May 19, 1999
IRI/DWM/lk

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EXHIBIT A

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VS
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Item No. 11

Attachment C

Attachment "C"



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Attachment D

PURCHASE AGREEMENT

* * * * *

STATE OF TEXAS }
COUNTY OF BEXAR }**KNOW ALL MEN BY THESE PRESENTS:**

THAT, CITY OF SAN ANTONIO, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of **TWO HUNDRED SEVENTEEN THOUSAND EIGHT HUNDRED AND NO/100 (\$217,800.00) DOLLARS** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by Deed Without Warranty to **ROCKPORT FAMILY PARTNERSHIP, LTD.**, hereinafter referred to as "**PURCHASER**"; a good, marketable, and fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described property (the "Property") in the City of San Antonio, Bexar County, Texas, to-wit:

BEING A 5.00 ACRE (217,801 SQUARE FEET) TRACT OF LAND OUT OF A 71.678 ACRE TRACT BEING SITUATED IN NEW CITY BLOCK 15911, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS ; SAID 5.00 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY ATTACHED EXHIBIT "A" HERETO AND MADE A PART HEREOF.

Together with all improvements incident or belonging thereto. The above consideration includes payment for a Deed Without Warranty conveyance to the above described property.

SPECIAL CONDITIONS: SALE OF THE PROPERTY IS SUBJECT TO EITHER (A) APPROVAL OF A PLAT RESERVING THE EASEMENTS AND DEDICATIONS DESCRIBED ON THE ATTACHED EXHIBIT "B" OR (B) PURCHASER INCLUDING LANGUAGE IN THE DEED AGREEING TO RESERVE SUCH EASEMENTS AND MAKE SUCH DEDICATIONS WHEN A PLAT IS APPROVED.

Purchaser's obligation to purchase the property shall be contingent upon:

The satisfactory conclusion of all due diligence work, to be accomplished within a 90 day Feasibility Period running from the date Seller executes this Purchaser Agreement.

ACCESS TO THE PROPERTY: Purchaser shall have full access to the property during the contract period for necessary inspections and tests.

SELLER hereby agrees to furnish **PURCHASER** a Release, Partial Release or Subordination of Lien, if applicable.

The **PURCHASER** and **SELLER** shall bear the expense of applicable closing costs except that Seller will provide a Title Insurance Policy at Seller's expense and shall also provide a survey within thirty (30) days of contract execution as well.

DEPOSIT: Upon acceptance of a fully executed Purchase Agreement, Purchaser shall deposit with Seller **\$5,000.00** to be held by First American Title Company (Attn: Corinna Cashion), as Earnest Money which shall be applied to the Purchase Price and be fully refundable should conditions to closing not be satisfied. If Purchaser terminates this Purchase Agreement during the Feasibility Period, the Earnest Money shall be refunded to Purchaser. If Purchaser does not terminate this Purchase Agreement during the Feasibility Period, then such Earnest Money shall be nonrefundable to Purchaser except in the event of a default by Seller; provided, however, that retention of such Earnest Money shall be Seller's sole remedy in event of a default by Purchaser hereunder, such Earnest Money agreed upon by and between the Seller and Purchaser as liquidated damages due to the difficulty and inconvenience of ascertaining and measuring actual damages.

FIRST AMERICAN TITLE COMPANY shall act as escrow agent.

CLOSING: The Closing shall occur at the offices of First American Title Company no later than (30) days following approval of the plat of the Property or upon such earlier date mutually agreed upon between Purchaser and Seller. At the Closing, Purchaser shall pay the Purchase Price and Seller will deliver a Deed Without Warranty conveying good, marketable title to the above described Property in the condition and subject only to the exceptions and reservations stated above. Seller will also deliver to Purchaser exclusive possession of the Property and Seller and Purchaser will execute such instruments and documents as are required by the escrow agent

and customary in connection with real estate closings in Bexar County, including an affidavit from Seller sufficient to remove the exceptions for debts, liens and unrecorded leases.

Until title has been conveyed to the **PURCHASER**, loss or damage to the property by fire or other casualty shall be at the risk of the **SELLER** and the amount thereof shall be deducted from the Purchase Price. In the event this sale fails to close through no fault of **SELLER**, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Property.

This contract shall not be binding upon either party until it is accepted by the **SELLER**, acting by and through the official named below. This contract contains the entire consideration for the sale and conveyance of the property, it being agreed and understood that there is no valid other written or parole agreement regarding the property between **PURCHASER** and the City, or any officer or employee of the City.

SELLER represents that there are no water wells or underground storage tanks on the property, capped or uncapped, registered or unregistered.

If examination of title or any other source discloses any defects in the title to the Property which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the property, then the **PURCHASER** at **PURCHASER'S** sole discretion, in lieu of completing the purchase of the property, may proceed to acquire the same or may terminate this contract and have no further obligation to the Seller whereupon the Earnest Money shall be refunded to Purchaser so long as such termination is within thirty (30) days following receipt of the survey and title commitment.

If and only if this transaction closes, Seller agrees to pay a brokerage commission ("Commission") at Closing in the amount of six percent (6%) of the Purchase Price to Providence Commercial Estate Services, Inc. (the "Broker"). Except for the Commission from Seller to Broker as provided above, each party hereby represents and warrants that it has not entered into any agreements which could give rise to a real estate commission being owed as a result of this Contract.

EXECUTED this the _____ day of _____, 2018.

CITY OF SAN ANTONIO
a Texas municipal corporation

BY: _____
STEVEN F. HODGES
REAL ESTATE MANAGER
REAL ESTATE DIVISION

ACCEPTED:

ROCKPORT FAMILY PARTNERSHIP, LTD.:
a Texas limited partnership

BY: _____

PRINTED NAME: Darren B. Casey
TITLE: President of General Partner

PARCEL ADDRESS:
S. Weidner Road

Exhibit "A"
Legal Description



MACINA • BOSE • COPELAND and ASSOCIATES, INC
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EXHIBIT A

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I. RAY INMAN
REGISTERED PROFESSIONAL LAND SURVEYOR



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EXHIBIT A

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Exhibit "B"
Canvassing Responses

TCI - Storm Water: At time of platting, the storm water management plan shall provide all calculations, plan sheets, exhibits and any other information required by the UDC for the design and construction of the mandatory detention facility required to be constructed for this development. Furthermore, the location of the mandatory detention facility shall be shown on their plat submittal and the information requested by the conditional approval CAN NOT BE DEFERRED to the permit stage. Also, this canvassing sheet must be included in the plat submittal package to the storm water review team. [Amy Ronnfeldt, TCI Storm Water, 210-207-8084, amy.ronnfeldt@sanantonio.gov]

TCI - Traffic: Retain 35' ROW from centerline of Weidner (70' total). [Christina De La Cruz, TCI Traffic Engineering, 210-207-7732, christina.delacruz@sanantonio.gov]

SAWS: SAWS has a sewer main traversing this property and property adjacent to this property that is protected by a 16' Sanitary Sewer Easement dedicated by plat recorded in Volume 9560, Page 18 of the Deed and Plat records of Bexar County, Texas (see attached plat); therefore Petitioner must agree to allow SAWS perpetual access on, over, across and through this property and any property Petitioner owns adjacent to this property for inspection, operations, maintenance, construction, reconstruction and realignment of its facilities.

San Antonio Water system is requesting a new sewer easement to repair and replace the existing sewer line of the subject property. [Bruce Haby, San Antonio Water System, 210-233-3636, bruce.haby@saws.org]

CPS Energy – Overhead Engineering: Will need a 14' easement along Weidner Road. A 28 foot wide easement will be required for the overhead three phase line on the north of property, coming from Weidner Road will need to remain.

Distribution Planning: We need to keep the existing easement on the east side of Weidner Road and on the north side of the property for the existing three-phase overhead line.

ROW Management: CPSE requires easements to be platted for existing electric and gas lines.

Gas Engineering: Prior to development, gas and electric easements are to be included adjacent to the public ROW's.

[Mark Brumbaugh, CPS Energy, 210-353-3686, mbrumbaugh@cpsenergy.com]

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Item No. 11

Attachment E

Attachment "E"

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: [XXXXXX]

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: 115 Plaza de Armas, 2nd Floor
San Antonio, TX 78205

Grantee: 1 Riverwalk, LLC

Grantee's Mailing Address: Rockport Family Partnership, Ltd

Consideration: Cash 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:

5.00 acres of land as more accurately described in metes and bounds in **Exhibit A**.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and warranty, 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 from, 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 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.

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.

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11/1/2018
Item No. 11

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: _____

After Recording, Return To:

[XXXXXX]



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

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