

**ORDINANCE 2020-04-30-0298**

**AUTHORIZING PAYMENT OF \$2,060,931.69 FROM PROPOSITION 1 OF THE EDWARDS AQUIFER PROTECTION SALES TAX FUND TO ALAMO TITLE AS ESCROW AGENT FOR FEE SIMPLE ACQUISITION, DUE DILIGENCE AND CLOSING COSTS ON A TRACT OF LAND TOTALING 75.28 ACRES OF LAND KNOWN AS THE CRANE BAT CAVE PROPERTY LOCATED IN BEXAR COUNTY, TEXAS.**

\* \* \* \* \*

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

**SECTION 1.** The City authorizes and directs the City Manager or designee, severally, to accept on behalf of the City the fee simple acquisition of 75.28 acres of land known as the Crane Bat Cave Property as depicted and described in **ATTACHMENT I** and substantially in the form attached as **ATTACHMENT II**.

**SECTION 2.** The City Manager or designee, severally, is authorized and directed to consummate the transaction contemplated in the described easements. The City Manager or designee, severally, should take all other actions necessary or convenient to effectuate the transaction, including agreeing to the form of and executing all necessary or convenient instruments and agreements.

**SECTION 3.** Payment is authorized to be encumbered and made payable to the selected title company for land, title and closing costs in an amount not to exceed \$2,060,931.69 for 75.28 acres. Payment is in support of the Edwards Aquifer Land Acquisitions Conservation Easement Proposition 1 Edwards Aquifer Protection Program Project, using Fund 40099000, with the WBS Elements and General Ledger accounts in the table below. Funding is provided by the 2015 Sales Tax Proposition 1 Edwards Aquifer Protection Program, and is budgeted in the FY 2020 - FY 2025 CIP Budget.

WBS	GL	Amount
26-00638-01-11	5209010	\$2,001,854.82
26-00638-01-03	5201040	50,100.00
26-0638-01-11	5201040	2,726.87
26-00638-01-06	5201040	6,250.00
Total		\$2,060,931.69


Payment is limited to the amounts budgeted in the Operating and/or Capital Budget funding sources identified. All expenditures will comply with approved operating and/or capital budgets for current and future fiscal years.

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**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Deputy Chief Financial Officer, City of San Antonio. The Deputy Chief Financial Officer may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Fund Numbers, Project Definitions, WBS Elements, Internal Orders, Fund Centers, Cost Centers, Functional Areas, Funds Reservation Document Numbers, and General Ledger 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 30<sup>th</sup> day of April, 2020.

  
M A Y O R  
Ron Nirenberg

**ATTEST:**

  
\_\_\_\_\_  
Tina Flores, Acting City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Andrew Segovia, City Attorney



## City of San Antonio

### City Council

April 30, 2020

**Item: 8E**

**File Number: 20-2953**

**Enactment Number:**

**2020-04-30-0298**

Ordinance approving the fee simple acquisition of a 75.28 acre tract of land located over the Edwards Aquifer Contributing Zone and known as the Crane Bat Cave Property located in Bexar County, Texas from Tamir Enterprises, Ltd, through its general partner, T.R., L.C., at a cost of \$2,060,931.69 from Proposition 1 of the Edwards Aquifer Protection Sales Tax fund included in the FY 2020 - FY 2025 Capital Improvement Program.

Councilmember John Courage made a motion to approve. Councilmember Rebecca Viagran seconded the motion. The motion passed by the following vote:

**Aye:** 11 Nirenberg, Treviño, Andrews-Sullivan, Viagran, Rocha Garcia,  
Gonzales, Cabello Havrda, Sandoval, Pelaez, Courage and Perry

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## **ATTACHMENT I**





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## ATTACHMENT II

**Attachment II**

**NOTICE OF CONFIDENTIALITY RIGHTS:** IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

**SPECIAL WARRANTY DEED**

**Effective Date:** \_\_\_\_\_, 2020

**Grantor:** Tamir Enterprises, LTD

**Grantors' Mailing Address:** 12715 Cranes Mill  
San Antonio, Texas 78230

**Grantee:** City of San Antonio

**Grantee's Mailing Address:** P.O. Box 839966  
San Antonio, Texas 78283-3966

**Consideration:** Ten and No/100 (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

**Property (including any improvements):** That certain 75.28 acres, more or less, located in Bexar County, which is more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes.

**Reservations from and Exceptions to Conveyance and Warranty:** Those matters set forth in Exhibit "B," attached hereto and made a part hereof for all purpose.

This conveyance is also made and accepted subject to any and all conditions, restrictions, and easements, if any, relating to the hereinabove-described property, to the extent, and only to the extent, that the same may still be in force and effect, shown of record in the office of the County Clerk of Bexar County, Texas (the "Permitted Exceptions").

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, including the Permitted Exceptions, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor binds Grantor and Grantor's heirs, executors, administrators, and successors to WARRANT AND FOREVER DEFEND all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through or under Grantor, but not otherwise, and except as to the reservations from and exceptions to conveyance and warranty, including the Permitted Exceptions.

Ad valorem taxes and special assessments, if any against the Property for the current year will be pro-rated between Grantor and Grantee as of the effective date of this Special Warranty Deed.

## Attachment II

For the same consideration, Grantor hereby GRANTS, SELLS, CONVEYS, ASSIGNS and DELIVERS to Grantee, without warranty or covenant express or implied (whether under Section 5.023 of the Texas Property Code or otherwise), all right, title and interest, if any, of Grantor, as owner of the Property but not as owner of any other property, in and to (i) all oil, gas, hydrocarbons and minerals in, on, under or that may be produced from the Property except as reserved by Grantor above, (ii) any land lying in or under the bed of any street, alley, road or right-of-way, opened or proposed, abutting or adjacent to the Property, (iii) any easements, rights of way, rights of ingress and egress or other interests in, on, or to, any land, highway, street, road or avenue, open or proposed, in, on, across from, in front of, abutting, adjoining or otherwise appurtenant to the Property, as well as all other rights, privileges and appurtenances owned by Grantor and in any way related to the Property and other rights and interests of Grantor hereunder conveyed and (iv) strips or gores, if any, between the Property and abutting land.

When the context requires, singular nouns and pronouns include the plural.

Tamir Enterprises, LTD  
By: T.R., L.C., its General Partner

By: \_\_\_\_\_  
Tibor Ritter, Manager

\_\_\_\_\_  
DATE

STATE OF TEXAS           §  
                                     §  
COUNTY OF BEXAR       §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2019, by Tibor Ritter, Manager of T.R., L.C., Authorized Signatory and General Partner of Tamir Enterprises, LTD, on behalf of the entity.

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

My commission expires: \_\_\_\_\_

AFTER RECORDING, RETURN TO:

City of San Antonio  
Parks and Recreation Department  
Attn: Special Projects Manager, Edwards Aquifer Protection Program  
P.O. Box 839966  
San Antonio, Texas 78283-3966





## Attachment II

### EXHIBIT "B"

#### RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY

1. Taxes and assessments which are not yet due or payable;
2. All covenants, conditions, restrictions, reservations, easements, declarations, encumbrances, liens, obligations, liabilities and other matters of record;
3. All conditions, easements, encroachments, rights of way, or restrictions which a physical inspection or an accurate survey of the subject property would reveal; and
4. All applicable municipal, county, state or federal zoning and use regulations and agreements entered under them.