

AN ORDINANCE 2017-02-23-0110

AUTHORIZING AN 85 FOOT WIDE EASEMENT WITHIN A PARCEL MEASURING 1.509 ACRES. THE PROPERTY IS LOCATED APPROXIMATELY ONE-HALF MILE EAST OF BULVERDE ROAD, BETWEEN MENDER AND REGAL ROSE, LOCATED IN NCB 34919 AND NCB 34920, FOR A FEE OF \$39,400.00.

* * * * *

WHEREAS, San Antonio Water System ("SAWS") has requested the City of San Antonio convey a water line easement to Central Texas Regional Water Supply Corporation; and

WHEREAS, on October 30, 2014, through Ordinance No. 2014-10-30-0818, authorized approval of a water supply agreement between the Vista Ridge Consortium and SAWS for the Vista Ridge Water Supply Project ("Project"); and

WHEREAS, the Project involves the transport of water by Central Texas Regional Water Supply Corporation ("CTRWSC") through water transmission lines, pipes, and other water utility infrastructure and equipment owned by CTRWSC; and

WHEREAS, the water line easement is required for any and all things necessary for the construction, reconstruction, realignment, inspection, patrol, maintenance, installation, addition, operation, use, repair, replacement and/or removal by CTRWSC of water supply pipelines and improvements; and

WHEREAS, CTRWSC has agreed to pay a fee of \$39,400.00 to the City of San Antonio and will be deposited in the General Fund in accordance with the adopted 2017 Budget; **NOW THEREFORE**,

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

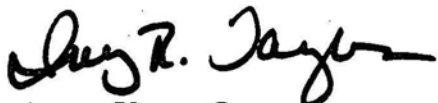
SECTION 1. The City Manager and her designees are authorized and directed to: (A) to grant an 85-foot wide water easement (1.509 acres) out of a 17.8402 acre tract and a 4.953 acre tract, New City Block 34920, said parcel depicted in **EXHIBIT A** attached hereto and more particularly described by metes and bounds in **EXHIBIT B** attached hereto to Central Texas Regional Water Supply Corporation and (B) in connection therewith, to execute and deliver (1) easements substantially in the form attached hereto as **EXHIBIT C** and (2) all other documents and instruments necessary or convenient to effectuate the transactions contemplated by this ordinance; and (C) otherwise to do all things necessary or convenient to effectuate 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 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 shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

PASSED and APPROVED this 23rd day of February, 2017.


M A Y O R
Ivy R. Taylor

ATTEST:


Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:


Andrew Segovia, City Attorney



Agenda Item:	16B (in consent vote: 4, 5, 6, 9A, 9B, 9C, 11, 12, 14, 15, 16A, 16B, 17, 18, 19, 20, 21, 22, 23, 24, 25, 27)						
Date:	02/23/2017						
Time:	09:31:13 AM						
Vote Type:	Motion to Approve						
Description:	An Ordinance authorizing an easement of 1.509 acre, 85-foot wide permanent waterline easement on property located approximately one-half mile east of Bulverde Road, between Menger and Regal Rose in Council District 10 for a fee of \$39,400.00.						
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					
Cris Medina	District 7		x				
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x			x	

EXHIBIT “A”

FILE NO. 16-5494

ITEM NO. 16 B

1.509 ACRES

Exhibits showing Parcel A and Parcel B

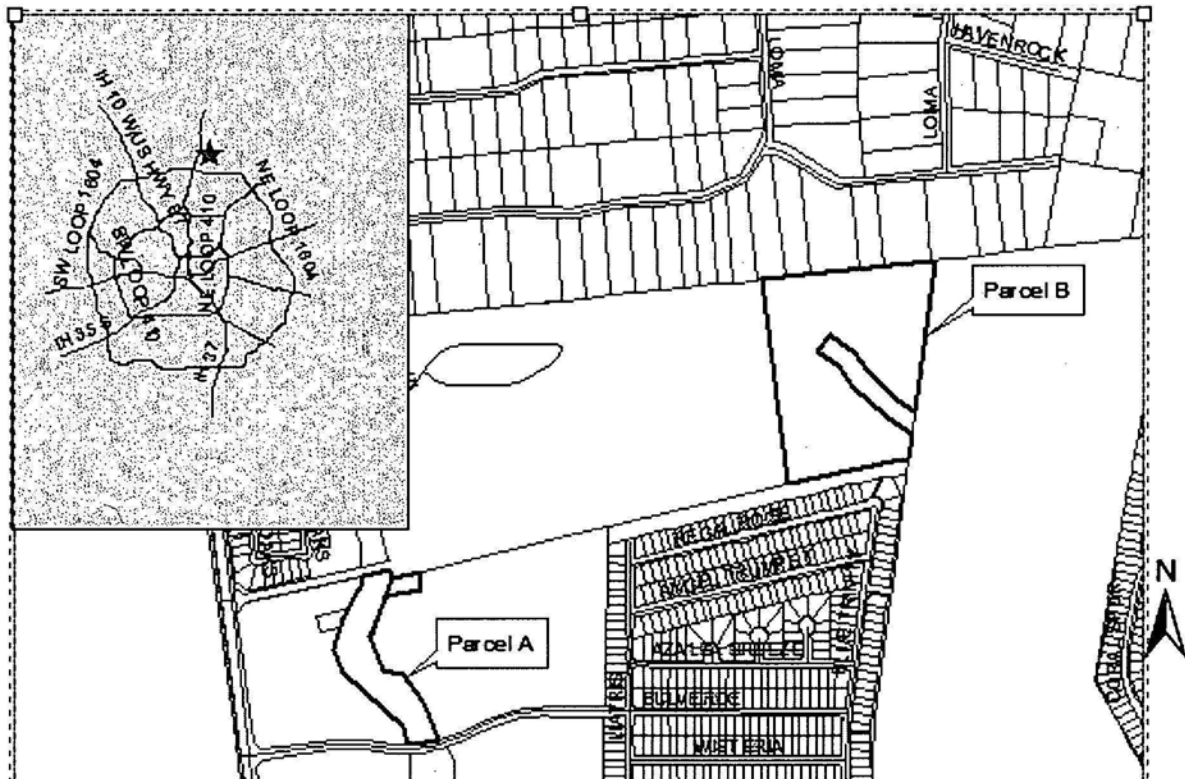


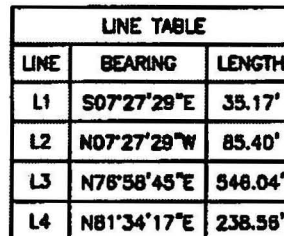
EXHIBIT “B”

FILE NO. 16-5494

ITEM NO. B

1.509 ACRES

LEGEND	
CPSS	CITY PUBLIC SERVICE BOARD
(PD)	CAP MARKED "PAPE DAWSON"
FD.	FOUND
LR.	IRON ROD
CM	CONTROLLING MONUMENT
NCB	NEW CITY BLOCK
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
(582°54'04"W)	PARENT TRACT RECORD BEARING
(271.11')	PARENT TRACT RECORD DISTANCE



LINE TABLE		
LINE	BEARING	LENGTH
L5	S07°37'21"W	88.45'
L6	S81°34'17"W	210.70'
L7	S76°58'45"W	550.91'



**PAPE-DAWSON
ENGINEERS**

2000 NW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE: 210.373.9000
FAX: 210.373.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION / 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION / 100268-00

PAGE 2 OF 4

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Parcel Number 70035
County: Bexar
Vista Ridge Regional Supply Project

METES AND BOUNDS DESCRIPTION
1.509 Acres (65,714 square foot)
85' Wide Permanent Water Line Easement

A 1.509 acre, or 65,714 square feet more or less, 85-foot wide permanent water line easement on a 17.8402 acre tract of land (called "Tract 1", 19.881 acres, less and except 2.0408 acres) and on a 4.953 acre tract of land, both conveyed to the City of San Antonio Parks and Recreation Department and described in a deed recorded in Volume 17020, Page 1158 of the Official Public Records of Bexar County, Texas, situated in the William Hotchkiss Survey No. 92, Abstract 337 and the John Fridge Survey No. 91, Abstract 233, now in New City Block 34920 of the City of San Antonio, Bexar County, Texas. Said 1.509 acre permanent water line easement 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 (NA2011) epoch 2010.00 and distances scaled to surface, displayed in U.S. Survey Feet:

BEGINNING: At a point with a latitude of N 29°38'16.3397" and a longitude of W 98°24'47.7432" on the common line between said 4.953 acre tract and Lot 2, Block 11, Bulverde Ranch Middle School Subdivision, recorded in Volume 9640, Page 11 of the Deed and Plat Records of Bexar County, Texas, from which a found 1/2 inch iron rod at the southwest corner of said 4.953 acre tract bears S 07°27'29" E, a distance of 35.17 feet;

THENCE: N 07°27'29" W, along and with said common line, a distance of 85.40 feet to a point, from which a found iron rod with cap marked "Pape-Dawson" at the northwest corner of said 17.8402 acre tract bears N 07°27'29" W, a distance of 1124.55 feet;

THENCE: Departing said common line, over and across said 4.953 acre tract and said 17.8402 acre tract, the following courses and distances:

N 76°58'45" E, a distance of 546.04 feet to a point, and

N 81°34'17" E, a distance of 238.56 feet to a point on the common line between said 17.8402 acre tract and a 1010.800 acre tract of land conveyed to Poerner Enterprises, Ltd. and described in a deed recorded in Volume 8747, Page 1367 of the Official Public Records of Bexar County, Texas, from which a found 1/2 inch iron rod at the northeast corner of said 17.8402 acre tract bears N 07°37'21" E, a distance of 1074.65 feet;

THENCE: S 07°37'21" W, along and with said common line, a distance of 88.45 feet to a point;

THENCE: Departing said common line, over and across said 17.8402 acre tract and said 4.953 acre tract, the following courses and distances:

S 81°34'17" W, a distance of 210.70 feet to a point, and

S 76°58'45" W, a distance of 550.91 feet to the POINT OF BEGINNING, and containing 1.509 acres in the City of San Antonio, Bexar County, Texas. Said permanent water line easement being described in accordance with a survey made on the ground and a survey description and map prepared under job number 7774-02 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 23, 2015
REVISED: June 1, 2016
JOB NO. 7774-02
DOC. ID. N:\CIVIL\7774-02\PARCELS\70 BEXAR\70035\70_EASEMENT_035 R2.docx



6/2/16

EXHIBIT “C”

FILE NO. 16-5494

ITEM NO. B

1.509 ACRES

WATER LINE EASEMENT AGREEMENT

THIS WATER LINE EASEMENT AGREEMENT (this "*Agreement*") is made and entered into as of the ____ day of _____, 2016 (the "*Effective Date*") by and between City of San Antonio ("*Grantor*") and Central Texas Regional Water Supply Corporation, a not-for-profit water supply corporation organized under Chapter 67 of the Texas Water Code and Chapter 22 of the Texas Business Organizations Code ("*Grantee*").

RECITALS:

A. Grantor is the fee owner of certain land more particularly described on Exhibit "A" attached hereto (the "*Property*").

B. Grantee desires to use a portion of the Property for the Water Line Improvements (as herein defined).

C. Grantor has agreed to grant, sell and convey to and for the benefit of Grantee a non-exclusive easement across the Grantor's Property, to be situated in the area set out on Exhibit "A" for the purposes specified herein.

AGREEMENTS:

NOW, THEREFORE, in consideration of the premises, the mutual covenants contained herein, and other good and valuable consideration, the parties hereto agree as follows:

1. Water Line Easement. Grantor hereby grants and conveys to Grantee a perpetual, non-exclusive easement (the "Water Line Easement") on, over, across, under and upon the portion of the Property that is designated as the "Water Line Easement Area" on Exhibit "A" for the construction, reconstruction, realignment, inspection, patrol, maintenance, installation, addition, operation, use, repair, replacement and/or removal by Grantee of water supply pipelines and improvements, facilities and appurtenances thereto (the "Water Line Improvements"), TO HAVE AND TO HOLD the above described easement and rights unto the said Grantee, its successors and assigns, until the use of said easement shall be abandoned. Grantor does hereby bind itself, its legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof. The consideration paid for this easement expressly includes the right to install multiple water lines in the future.

Grantee and Grantee's employees, contractors, agents, licensees and invitees shall have the right of ingress and egress over said Water Line Easement Area for the purpose of constructing, reconstructing, realigning, inspecting, patrolling, maintaining, operating, repairing, upgrading, adding and removing said Water Line Improvements within said Water Line Easement Area. Although this Water Line Easement is non-exclusive, Grantor shall not materially adversely affect Grantee's or its successors or assigns use or enjoyment of the Water Line Easement Area or Water Line Improvements or otherwise cause or allow any other person or entity to materially adversely affect the use or enjoyment of the Water Line Improvements or Water Line Easement Area by Grantee, its successors or assigns. Grantee shall have the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder. Grantor expressly covenants and agrees for itself, its legal

representatives, successors and/or assigns, that no building, structure or trees of any kind will be placed on said Easement Area and that removal of any building, structure or trees placed on said Easement Area shall be at Grantor's expense.

2. Term of Water Line Easement. The term of this Water Line Easement shall be perpetual.

3. Total Payment. Grantor does hereby confirm that Grantee has paid to Grantor the full consideration due to Grantor for the easement rights granted to Grantee under the terms of this Agreement (the "Total Payments") as set out in the Easement Payment Letter Agreement (the "Payment Letter") executed by Grantor and Grantee in connection with the granting of this Water Line Easement Agreement.

4. Successors and Assigns. This Agreement and the rights, benefits, duties and obligations and the other terms and provisions set forth in this Agreement shall be covenants that run with, bind and benefit the Property and inure to be benefit of Grantee and its successors or assigns. The rights of Grantee shall be fully assignable. Whenever a transfer of ownership of the Grantee's rights under this Agreement occurs, the liability of the transferor for any breach of covenant occurring thereafter shall automatically terminate with respect to such transferor. Any transferee shall automatically assume and be bound by the burdens and obligations under this Agreement running with the land arising from and after the date of such transfer.

5. Notice. Any notice or payment required to be delivered hereunder shall be deemed to be delivered on the earlier of actual receipt or, whether actually received or not, when deposited in the United States mail, postage pre-paid, registered or certified mail, return receipt requested, addressed as follows:

As to Grantor: City of San Antonio
 PO Box 839966
 San Antonio, TX 78283

As to Grantee: Central Texas Regional Water Supply Corporation
 PO Box 160573
 Austin, TX 78716

Grantor and Grantee and their respective heirs, executors, administrators, successors and assigns may, from time to time and at any time, change their respective addresses. Any change properly made is effective twenty (20) days after the delivery of written notice to all other parties to this Agreement in the manner provided herein.

6. Special Conditions. This Agreement is granted and accepted subject to the Special Terms and Provisions set out on Exhibit "B" attached hereto and made a part hereof.

7. Status Notice. Upon request of Grantee, Grantor shall, from time to time, execute a letter presented by Grantee, confirming payments received by the Grantor, that the Water Line Easement is in effect and other similar information relating to the status of this Water Line Easement, which Grantor agrees to execute and deliver to Grantee within twenty (20) days after any such request.

8. Complete Agreement. This Agreement, along with the Payment Letter, embodies the complete agreement between the parties hereto with respect to the subject matter hereof and each party hereby expressly acknowledges that there are no oral understandings or agreements with respect to the subject matter hereof which are not contained therein. The terms of the Payment Letter are hereby incorporated into this Agreement by reference.

9. Amendment. No part of this Agreement or the Payment Letter may be modified, amended or terminated without the prior written consent of Grantor and Grantee.

10. Severability. The invalidation of any one of the covenants or agreements contained in this Agreement or Payment Letter by law, judgment, or court order shall in no way affect any other provision, which shall remain in full force and effect. The rule of strict construction shall not apply to the easements granted in this Agreement and the Payment Letter.

11. Governing Law. This Agreement and the Payment Letter shall be construed in accordance with and governed by the laws of the State of Texas, and venue for any action brought in connection with this Agreement and the Payment Letter shall be exclusively in a court of competent jurisdiction in Bexar County, Texas.

12. Counterparts. This Agreement and the Payment Letter may be executed in several counterparts, each which shall be deemed an original, and all of such counterparts together shall constitute one and the same instrument.

[SIGNATURE PAGE IMMEDIATELY FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below to be effective for all purposes as of the date first above written.

GRANTOR:

City of San Antonio

By: _____

Name: _____

Title: _____

Date: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on this ____ day of _____, 2016,
by City of San Antonio.

Notary Public Signature

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date(s) set forth below to be effective for all purposes as of the date first above written.

GRANTEE:

Central Texas Regional Water Supply Corporation,
a not-for-profit water supply corporation

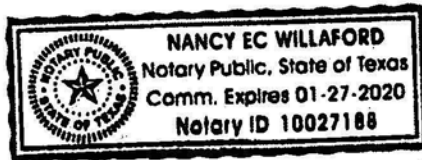
By: [Signature]
Name: WEIR LABATT III
Title: PRESIDENT
Date: 11/4/16

STATE OF TEXAS

§
§
§

COUNTY OF ~~TRAVIS~~ BEXAR

This instrument was acknowledged before me on this 4th day of November, 2016,
by WEIR LABATT III as PRESIDENT of Central Texas Regional Water Supply
Corporation, a not-for-profit water supply corporation.



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

[IF APPLICABLE]

Consent, Joinder and Subordination by Lender

The undersigned, _____, hereby joins in the execution of this Agreement to evidence its consent and agreement to the terms and provisions hereof, and to confirm and agree that any and all liens held by the undersigned, whether by Deed of Trust, reservation in a deed, constitutional, contractual or otherwise, are subject and subordinate to the terms and provisions of this water easement, as the same may be amended or modified from time-to-time. Without limiting the preceding general statement, it is agreed that the following liens are hereby subordinated to the terms of this Water Line Easement:

[ADD SIGNATURE BLOCK FOR LIENHOLDER]

By: _____
[NAME, TITLE]

STATE OF TEXAS §
COUNTY OF _____ §

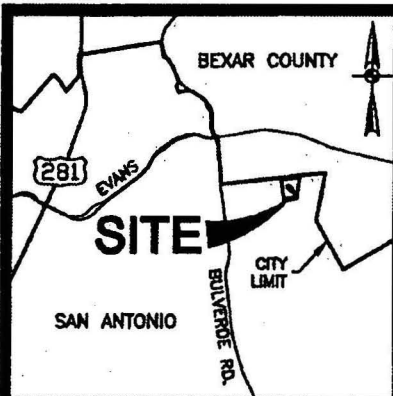
This instrument was acknowledged before me on this ____ day of _____, 20____, by _____, the _____ of _____, National Association, on behalf of said bank.

Notary Public

Not Applicable

Parcel Number: 70035

EXHIBIT A



LOCATION MAP

SCALE: 1" = 10,000'

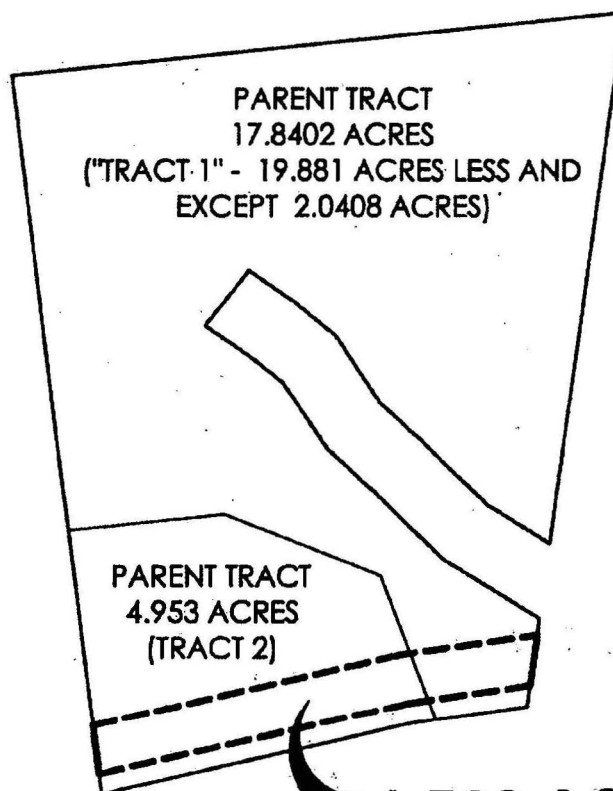
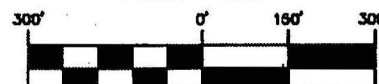
NOTES:

1. THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A METES AND BOUNDS DESCRIPTION.
2. THE BEARINGS ARE BASED ON THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE FROM THE NORTH AMERICAN DATUM OF 1983 (NA2011) EPOCH 2010.00.
3. AREAS AND DISTANCES SHOWN ARE SCALED TO SURFACE, DISPLAYED IN U.S. SURVEY FEET.

PARCEL 70035
BEXAR COUNTY, TEXAS
VISTA RIDGE REGIONAL
SUPPLY PROJECT



1 inch = 300'



1.509 ACRES
(65,714 SQ. FT. MORE OR LESS)
85' WIDE PERMANENT
WATER LINE EASEMENT

I HEREBY CERTIFY TO CENTRAL TEXAS REGIONAL WATER SUPPLY
COMPANY AND SAN ANTONIO WATER SYSTEM:

THAT THIS EASEMENT IS BASED ON AN ACTUAL SURVEY MADE
ON THE GROUND UNDER MY SUPERVISION AND THAT IT MEETS
THE CURRENT MINIMUM STANDARDS OF PRACTICE AS
APPROVED BY THE TEXAS BOARD OF PROFESSIONAL LAND
SURVEYING.

[Signature] 6/2/16

ANGELA M. CARLIN
TEXAS REGISTERED PROFESSIONAL LAND SURVEYOR NO. 5981

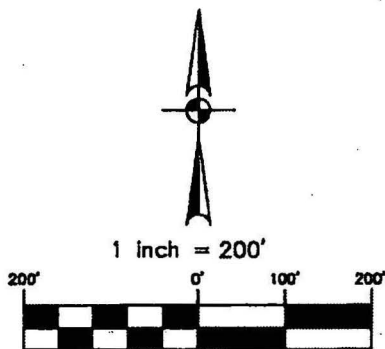
**PAPE-DAWSON
ENGINEERS**

2000 NW LOOP 410 | SAN ANTONIO TEXAS 78213 | PHONE: 210.375.9000
FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 100208-00

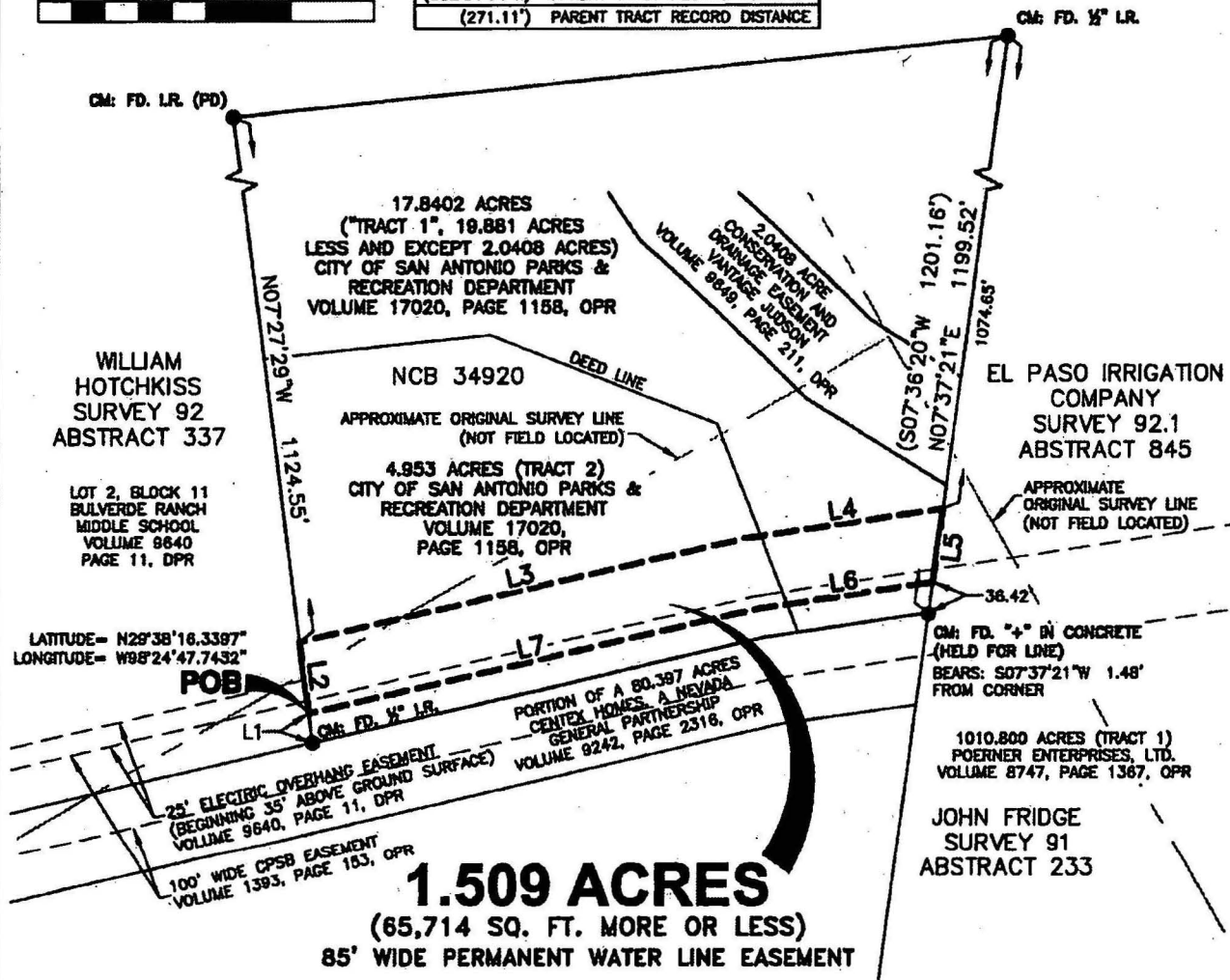
PAGE 1 OF 4

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LEGEND	
CPSB	CITY PUBLIC SERVICE BOARD
(PD)	CAP MARKED "PAPE DAWSON"
FD.	FOUND
L.R.	IRON ROD
CM	CONTROLLING MONUMENT
NCB	NEW CITY BLOCK
DPR	DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS
OPR	OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS
(S82°34'04"W)	PARENT TRACT RECORD BEARING
(271.11')	PARENT TRACT RECORD DISTANCE

PARCEL 70035
BEXAR COUNTY, TEXAS
VISTA RIDGE REGIONAL
SUPPLY PROJECT



1.509 ACRES
(65,714 SQ. FT. MORE OR LESS)
85' WIDE PERMANENT WATER LINE EASEMENT

LINE TABLE		
LINE	BEARING	LENGTH
L1	S07°27'29"E	35.17'
L2	N07°27'29"W	85.40'
L3	N76°58'45"E	546.04'
L4	N81°34'17"E	238.58'

LINE TABLE		
LINE	BEARING	LENGTH
L5	S07°37'21"W	88.45'
L6	S81°34'17"W	210.70'
L7	S76°58'45"W	550.91'

PAPE-DAWSON ENGINEERS

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FAX: 210.375.9010

TEXAS BOARD OF PROFESSIONAL ENGINEERS, FIRM REGISTRATION # 470
TEXAS BOARD OF PROFESSIONAL LAND SURVEYING, FIRM REGISTRATION # 100288-00

Date: Jun 01, 2016, 11:32am User ID: 55433
 File: N:\CML\7774-Q2\PARCELS\70 BEXAR\70035\70 EASEMENT_035 R2.dwg



Parcel Number 70035
County: Bexar
Vista Ridge Regional Supply Project

METES AND BOUNDS DESCRIPTION
1.509 Acres (65,714 square foot)
85' Wide Permanent Water Line Easement

A 1.509 acre, or 65,714 square feet more or less, 85-foot wide permanent water line easement on a 17.8402 acre tract of land (called "Tract 1", 19.881 acres, less and except 2.0408 acres) and on a 4.953 acre tract of land, both conveyed to the City of San Antonio Parks and Recreation Department and described in a deed recorded in Volume 17020, Page 1158 of the Official Public Records of Bexar County, Texas, situated in the William Hotchkiss Survey No. 92, Abstract 337 and the John Fridge Survey No. 91, Abstract 233, now in New City Block 34920 of the City of San Antonio, Bexar County, Texas. Said 1.509 acre permanent water line easement 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 (NA2011) epoch 2010.00 and distances scaled to surface, displayed in U.S. Survey Feet:

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S 76°58'45" W, a distance of 550.91 feet to the POINT OF BEGINNING, and containing 1.509 acres in the City of San Antonio, Bexar County, Texas. Said permanent water line easement being described in accordance with a survey made on the ground and a survey description and map prepared under job number 7774-02 by Pape-Dawson Engineers, Inc.

PREPARED BY: Pape-Dawson Engineers, Inc.
DATE: September 23, 2015
REVISED: June 1, 2016
JOB NO. 7774-02
DOC. ID. N:\CIVIL\7774-02\PARCELS\70 BEXAR\70035\70_EASEMENT_035 R2.docx



6/2/16

[IF APPLICABLE]

**EXHIBIT B
SPECIAL TERMS AND PROVISIONS**

NONE