SW/vv
02/11/16
Item #17

AN ORDINANCE 2016-02-11-0078

AUTHORIZING AN EXCHANGE OF EASEMENTS WITH THE UNITED STATES DEPARTMENT OF VETERANS AFFAIRS FOR THE CITY TO ACCEPT A 7.973 ACRE EASEMENT LOCATED ALONG SALADO CREEK IN NCB 12175 IN COUNCIL DISTRICT 2 FOR THE LINEAR CREEKWAY DEVELOPMENT PROJECT AND THE CITY TO GRANT A 10.116 ACRE ACCESS EASEMENT FOR A UTILITY ROAD ALONG THE BORDER OF JOHN JAMES PARK.

* * * * *

WHEREAS, the proposed easement acquisition is in support of an interconnected hike and bike trails, known as the Howard W. Peak Greenway Trails system, which is funded through sales tax initiatives approved by voters in 2000, 2005, 2010 and 2015; and

WHEREAS, the objectives of the program are to acquire and preserve open space along San Antonio creekways and to develop multi-use hike and bike trails, trailheads, signage and associated amenities for use by San Antonio residents and visitors; and

WHEREAS, the easement to be transferred from the United States Department of Veterans Affairs (VA) to the City is located within the floodplain along Salado Creek and will be used for the Salado Creek Greenway trail extension from John James to Jack White Park; and

WHEREAS, said trail easement consists of approximately 7.973 acres as described in Exhibit A; and

WHEREAS, in exchange, the City of San Antonio will dedicate a variable width access easement to the United States Department of Veterans Affairs along portions of the eastern and southern border of John James Park; and

WHEREAS, the easement to be transferred from the City to the VA will be used as an alternate entry to the Ft. Sam Houston National Cemetery; and

WHEREAS, said access easement consists of approximately 10.116 acres as described in Exhibit B; and

WHEREAS, this easement exchange is consistent with policy adopted by the City Council for the acquisition of properties along San Antonio creekways funded by sales tax initiatives and the adopted Parks and Recreation Strategic System Plan; and

WHEREAS, the easement exchange acquisition is also consistent with Natural Resource and Urban Design Goals of the San Antonio Master Plan Policies; **NOW THEREFORE:**

SW/vv
02/11/16
Item #17

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

SECTION 1. The City Manager or her designee, or the Director of the Parks and Recreation Department or his designee, is authorized to execute easements with the United States Department of Veterans Affairs for the City to accept a 7.973 acre easement located along Salado Creek in NCB 12175 in Council District 2 for the Linear Creekway Development Project and the City to grant a 10.116 acre access easement to for a utility road along the border of John James Park. Copies of the Deed of Easements, in substantially final form, are attached hereto and incorporated herein for all purposes as **Attachment I** and **II.**

SECTION 2. The exchange of 10.116 acres of a City owned easement located at Linear Creekway Development for 7.973 acres of easement owned by United States Department of Veterans Affairs both located in NCB 12175 in Council District 2 in Bexar County, Texas must be coordinated through the city's Finance Department to assure both the removal and the addition of these assets in the City's financial records and to record the proper accounting transactions. All expenditures related to the maintenance of this property will comply with Operating and or Capital Budgets for current and future fiscal years.

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 is effective immediately upon the receipt of eight affirmative votes; otherwise, it is effective ten days after passage.

PASSED AND APPROVED this 11th day of February, 2016.

Ivy R. Taylor

M A Y O R
Ivy R. Taylor

ATTEST:

Leticia M. Vacek, City Clerk

APPROVED AS TO FORM:

for Martha G. Sepeda, Acting City Attorney

Agenda Item:	**17 (in consent vote: 4, 5, 6, 7, 8, 9A, 9B, 10A, 10B, 11, 12, 13A, 13B, 14A, 14B, 14C, 15, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 31, 32)**
Date:	02/11/2016
Time:	09:19:59 AM
Vote Type:	Motion to Approve
Description:	An Ordinance authorizing an exchange of easements with the United States Department of Veterans Affairs for the City to accept a 7.973 acre easement located along Salado Creek in NCB 12175 in Council District 2 for the Linear Creekway Development Project and the City to grant a 10.116 acre access easement for a utility road along the border of John James Park. [María D. Villagómez, Assistant City Manager; Xavier D. Urrutia, Director, Parks & Recreation]
Result:	Passed

Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Ivy R. Taylor	Mayor		x				
Roberto C. Treviño	District 1		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				x
Cris Medina	District 7		x			x	
Ron Nirenberg	District 8		x				
Joe Krier	District 9		x				
Michael Gallagher	District 10		x				

Attachment I

DEED OF EASEMENT

The Department of Veterans Affairs, acting for and in behalf of the United States of America, hereinafter referred to as the Government, under and by virtue of the authority contained in 40 United States Code 1314 (116 Stat. 1139), having determined that it will not be adverse to the interests of the United States, does hereby grant and convey, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, without covenant or warranty of any kind and subject to the conditions hereinafter stated, unto the City of San Antonio, hereinafter referred to as the City, or Grantee, its successors and assigns, an easement and right of way for the Salado Creek Greenway Trail project, hereinafter referred to as "said facilities," to be on, over, under, across or through a portion of the Fort Sam Houston National Cemetery which the undersigned owns in the County of Bexar, State of Texas, all as depicted and described on Exhibit A attached hereto and made a part hereof.

The Easement is granted subject to the following conditions and provisions:

1. The term of this Deed of Easement shall be in perpetuity, commencing on this _____ day of _____, 2015

2. That the Government reserves unto itself rights for all purposes across, over, or under the easement area herein described; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the City of said easement; provided, that any construction by the Government in connection with the rights so reserved shall be at the expense of the Government.

3. That said facilities shall be maintained, reconstructed, repaired, and replaced by the City within the easement area without cost to the Government, under the general supervision and subject to the approval of the Government official having immediate jurisdiction over the property. The City shall replace, repair, restore, or relocate any property of the Government damaged by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities all to the satisfaction of the Government official having immediate jurisdiction over the property.

4. No mining operations shall be conducted on the premises described above. No minerals shall be removed therefrom except such as are reasonably necessary incident to the utilization of the described premises for the purpose for which the easement is granted.

5. City is a self-insured instrumentality of the State of Texas. City contractors and any and all subcontractors ("contractors") shall obtain at their own cost and expense, and keep in full force and effect, during the term of their access upon the Property, a comprehensive general liability insurance policy in an amount not less than One Million Dollars ($1,000,000.00) combined single limit for bodily injury, death and property damage arising out of any one occurrence, protecting the Government against any and

Draft

all claims for bodily injury, death or property damage arising directly or indirectly from the City's use of the Property. Such policy or policies shall name the Government as an additional insured. The policy or policies required hereunder shall be issued by insurance companies qualified to do business in the state and such policy or policies shall provide at least twenty (20) days' notice to the Government before cancellation or material modification. City contactors shall deliver to the Government certificates of such insurance evidencing the coverage in force as of the commencement date of the construction of the said facilities, as well as any replacement certificates issued during the term of this Easement.

6. That all right, title, interest, and estate hereby granted shall cease and terminate effective as of the date of written notice from the Government to the City, its successors or assigns, that there has been, (a) a failure to comply with the terms and conditions of the grant, (b) a nonuse of the easement for a consecutive two-year period for the purpose for which granted, or (c) an abandonment of the easement.

7. That upon termination or forfeiture of the grant, the City shall within a reasonable time thereafter, if so requested by the Government, remove from the land hereinafter described all structures, installations, and appurtenances thereto belonging to City and restore the premises to the satisfaction of the Government.

8. That no advertisements, commercial, political or otherwise, will be placed or allowed on the property.

9. The City does, by the acceptance of this instrument, covenant and agree for itself, its assigns, and its successors in interest in property herein conveyed, or any part thereof:

(a) That it is now complying and will continue to comply with Title VI of the Civil Rights Act of 1964 and all the requirements imposed by or pursuant to the regulations of the Department of Veterans Affairs issued pursuant to that Title, and that the easement and its appurtenant areas and facilities, whether or not on the property involved, will be operated in full compliance with Title VI of the Civil Rights Act of 1964 and all requirements imposed by or pursuant to the regulations issued thereunder by the Department of Veterans Affairs and in effect on the date of this instrument, all to the end that no person in the United States shall on the ground of race, color, religion or national origin be excluded from participation in, be denied the benefits of, or be subject to discrimination under any program or activities provided thereon; and,

(b) That the United States shall have the right to judicial enforcement of these covenants not only as to the City, its successors and assigns, but also to lessees and sub-lessees and licensees doing business or extending services under contractual or other arrangements on the interest in property herein conveyed.

Draft

IN WITNESS WHEREOF the Department of Veterans Affairs has caused this Deed of Easement to be executed in its name and on its behalf this _____ day of _____, 2015.

UNITED STATES OF AMERICA,
Acting by and through the Secretary,
Department of Veterans Affairs

By _____
Jessica Kaplan
Director, Real Property Service

CITY OF WASHINGTON]
]
DISTRICT OF COLUMBIA]

ON THIS _____ day of _____, 2015, before me a Notary Public in and for said District of Columbia, personally appeared to me Jessica Kaplan, well known and known by me to be Director, Real Property Service, whose name is subscribed to the within instrument and acknowledged that he executed the same as a voluntary act and deed of the United States of America, within the scope of his lawful authority.

[SEAL]

_____
Notary Public
District of Columbia

My commission expires:

_____

draft

EXHIBIT "A"

FIELD NOTES FOR 80' WIDE SALADO CREEK EASEMENT

BEING A 7.973 ACRE (347,304 SQ. FT.) TRACT OF LAND, MORE OR LESS, OUT OF A 3076.50 ACRE TRACT OF LAND CALLED TRACT A, RECORDED IN VOLUME 980, PAGE 39-64, AND OUT OF THE FORT SAM HOUSTON SUBDIVISION PLAT, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC. EASEMENT" in the north line of said Tract A and the south line of a 41.137 acre tract also known as John James Park, recorded in Volume 7053, Page 85, of the Deed Records of Bexar County Texas, from said point, a found 3" Aluminum cap monument in concrete on the property line in reference to the northeast corner of said Tract A, bears N. 89°56'14" E., a distance of 702.28 feet;

Thence S. 00°03'46" E., a distance of 40.00 feet, crossing said Tract A, along the centerline of said 80' wide easement to a point for an angle point;

Thence N. 89°56'14" E., a distance of 333.04 feet, continuing along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 307.33 feet, along said tangent curve to the right, having a radius of 250.00 feet, a tangent of 176.47 feet, a delta of 70°26'09" and a chord bearing and distance of S. 54°50'42" E., 288.34 feet, along the centerline of said 80' wide easement to a point for the PT of said tangent curve to the right;

Thence S. 19°37'37" E., a distance of 52.26 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 64.42 feet, along said tangent curve to the right, having a radius of 200.00 feet, a tangent of 32.49 feet, a delta of 18°27'18" and a chord bearing and distance of S. 10°23'58" E., 64.14 feet, along the centerline of said 80' wide easement to a point for the PT of said tangent curve to the right;

Thence S. 01°10'19" E., a distance of 279.72 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 301.46 feet, along said tangent curve to the right, having a radius of 500.00 feet, a tangent of 155.47 feet, a delta of 34°32'39" and a chord bearing and distance of S. 16°06'00" E., 296.91 feet, along the centerline of said 80' wide easement to a point for the PT of said tangent curve to the right;

Thence S. 33°22'20" W., a distance of 156.10 feet along the centerline of said 80' wide easement to an angle point;

Thence S. 59°30'52" W., a distance of 121.48 feet along the centerline of said 80' wide easement to an angle point;

Thence S. 28°07'08" W., a distance of 200.40 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 89.39 feet, along said tangent curve to the right, having a radius of 100.00 feet, a tangent of 47.93 feet, a delta of 51°13'00" and a chord bearing and distance of S. 53°43'38" W., 86.44 feet, along the centerline of said 80' wide easement to a point for the PT of said tangent curve to the right;

Thence S. 79°20'08" W., a distance of 38.18 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the left;

Thence an arc length of 108.21 feet, along said tangent curve to the left, having a radius of 100.00 feet, a tangent of 60.08 feet, a delta of 61°59'56" and a chord bearing and distance of S. 48°20'10" W., 103.01 feet, along the centerline of said 80' wide easement for the PT of said tangent curve to the left;

Thence S. 17°37'44" W., a distance of 207.38 feet along the centerline of said 80' wide easement to a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC. EASEMENT" for the PC of a tangent curve to the left, from said point, a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC. EASEMENT", bears N. 72°22'16" E., a distance of 40.00 feet, marking the west line of said 80' wide easement and a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC. EASEMENT", bears S. 72°22'16" E., a distance of 40.00 feet, marking the east line of said 80' wide easement;

Thence an arc length of 169.23 feet, along said tangent curve to the left, having a radius of 156.00 feet, a tangent of 94.02 feet, a delta of 62°09'15" and a chord bearing and distance of S. 13°26'54" E., 161.05 feet, along the centerline of said 80' wide easement to a point for the PT of said tangent curve to the left;

Thence S. 44°31'31" E., a distance of 122.54 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 161.50 feet, along said tangent curve to the right, having a radius of 124.82 feet, a tangent of 94.29 feet, a delta of 74°08'02" and a chord bearing and distance of S. 07°27'30" E., 150.47 feet, along the centerline of said 80' wide easement for the PT of said tangent curve to the right;

Thence S. 29°32'46" W., a distance of 229.81 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 77.01 feet, along said tangent curve to the right, having a radius of 100.00 feet, a tangent of 40.53 feet, a delta of 44°07'23" and a chord bearing and distance of S. 51°36'27" W., 75.12 feet, along the centerline of said 80' wide easement to a point for the PT of said tangent curve to the right;

Thence S. 73°40'09" W., a distance of 75.39 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the left;

Thence an arc length of 122.53 feet, along said tangent curve to the left, having a radius of 125.00 feet, a tangent of 66.69 feet, a delta of 56°09'42" and a chord bearing and distance of S. 45°35'18" W., 117.68 feet, along the centerline of said 80' wide easement to a point for the PT of said tangent curve to the left;

Thence S. 17°30'27" W., a distance of 282.03 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 154.45 feet, along said tangent curve to the right, having a radius of 300.00 feet, a tangent of 78.98 feet, a delta of 29°29'50" and a chord bearing and distance of S. 32°15'22" W., 152.75 feet, along the centerline of said 80' wide easement for the PT of said tangent curve to the right;

Thence S. 47°00'17" W., a distance of 381.54 feet along the centerline of said 80' wide easement to a point for the PC of a tangent curve to the right;

Thence an arc length of 112.22 feet, along said tangent curve to the right, having a radius of 350.00 feet, a tangent of 56.60 feet, a delta of 18°22'17" and a chord bearing and distance of S. 56°11'25" W., 111.74 feet, along the centerline of said 80' wide easement for the PT of said tangent curve to the right and a PC of a tangent curve to the left, from said point a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC. EASEMENT", bears N. 24°37'27" W., a distance of 40.00 feet, marking the west line of said 80' wide easement.

Thence an arc length of 101.03 feet, along said tangent curve to the left, having a radius of 80.00 feet, a tangent of 58.50 feet, a delta of 72°21'16" and a chord bearing and distance of S. 29°11'56" W., 94.45 feet, along the centerline of said 80' wide easement for the PT of said tangent curve to the left, from said point a set ½" iron rod with a yellow plastic cap stamped "B.M.B. INC. EASEMENT", bears S. 86°01'18" E., a distance of 40.00 feet, marking the east line of said 80' wide easement.

Thence S. 06°58'42" E., a distance of 51.72 feet along the centerline of said 80' wide easement to a point in the centerline of the salado creek, being the east line of said Tract A for the termination point of the centerline of said 80' wide easement.

Bearings based on NAD 83(93), Texas South Central Zone, Surface Coordinates, Scale Factor 1.00017.

All distances are surface.

A plat of even date herewith accompanies this metes and bounds description.

THE STATE OF TEXAS §
§ KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR §

That I, Victor Mendez, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at San Antonio, Bexar County, Texas, this 23rd day of January, 2015, A.D.

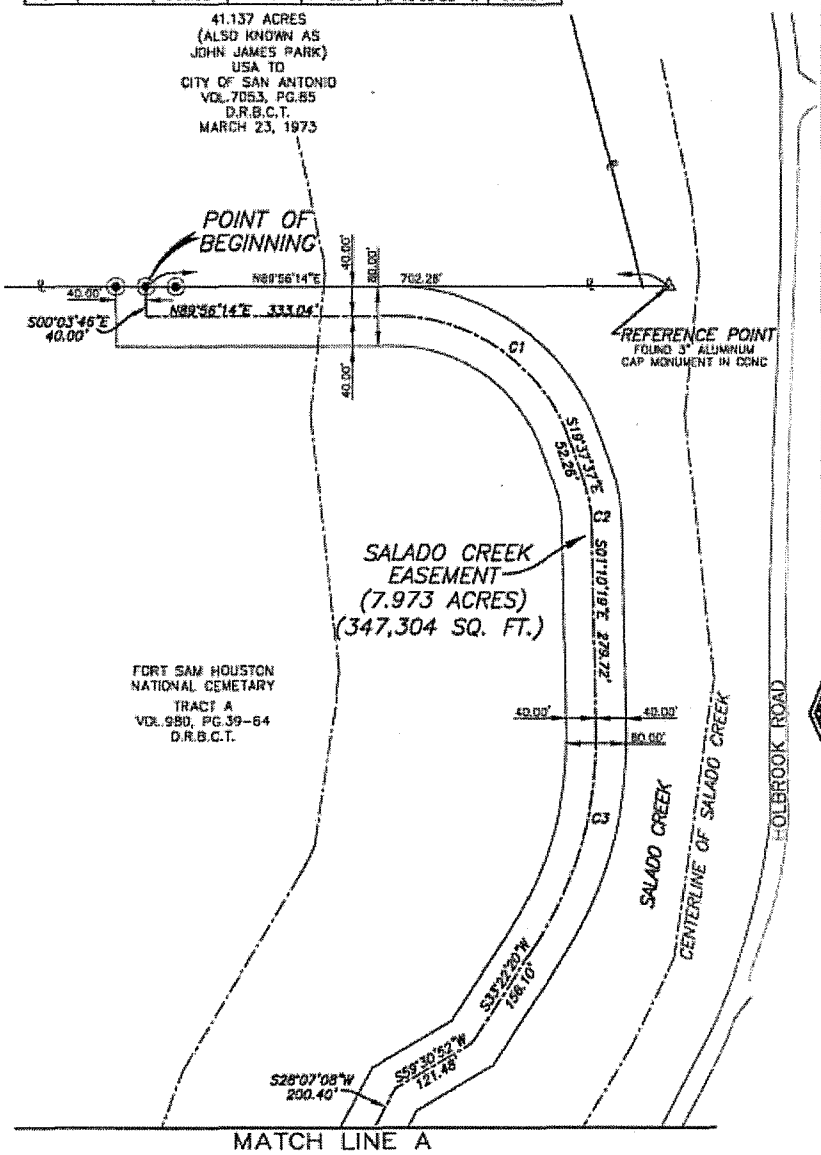
Bain Medina Bain, Inc.
7073 San Pedro Ave.
San Antonio, Texas 78216
210-494-7223

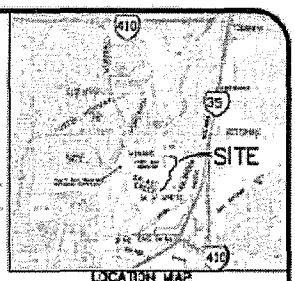
Victor Mendez, Jr.
Registered Professional Land Surveyor
No. 6056 – State of Texas

STATE OF TEXAS
REGISTERED
VICTOR MENDEZ, JR.
6056
PROFESSIONAL
LAND SURVEYOR

Revised Date: 3-13-2015

CURVE	ARC	RADIUS	TANGENT	DELTA	BEARING	CHORD
C1	307.33'	250.00'	176.47'	70°26'09"	S 54°50'42" E	288.34'
C2	64.42'	200.00'	32.49'	18°27'18"	S 10°23'58" E	64.14'
C3	301.46'	500.00'	155.47'	34°32'39"	S 16°05'00" W	296.91'





LOCATION MAP

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED EASEMENT
- CHAIN LINK FENCE
- UNDERGROUND GAS LINE
- OVERHEAD ELECTRIC
- POWER POLE
- TREE
- LIGHT POLE
- SET 1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "BMB INC EASEMENT"
- FOUND 3" ALUMINUM CAP MONUMENT

NOTES:
A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.

BEARING SOURCE:
NAD 83/93 TEXAS SOUTH CENTRAL ZONE
ALL DISTANCES ARE GRID

STATE OF TEXAS
REGISTERED
VICTOR MENDEZ, JR.
6056
PROFESSIONAL
LAND SURVEYOR

0 100 200
Scale: 1" = 200'

PLAT SHOWING:
BEING A 7.973 ACRE (347,304 SQ. FT.) TRACT OF LAND, MORE OR LESS, OUT OF A 3076.50 ACRE TRACT OF LAND CALLED TRACT A, RECORDED IN VOLUME 980, PAGE 39-64, AND OUT OF THE FORT SAM HOUSTON SUBDIVISION PLAT

STATE OF TEXAS
BEXAR COUNTY
THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

THIS 6TH DAY OF JANUARY, 2015 A.D.

VICTOR MENDEZ, JR. RPLS 6056

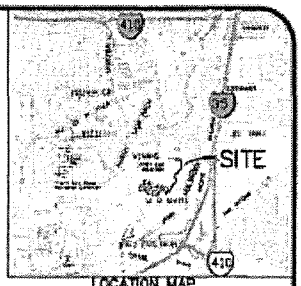
REVISED DATE: 3-13-2015

PREPARED BY:
BAIN MEDINA BAIN
ENGINEERS & SURVEYORS
7373 San Pedro
San Antonio, Texas 78218
210.494.7233
TBPE NO. F-1712
TLSF REG. NO. 100250-00

THIS DRAWING IS THE PROPERTY OF BAIN MEDINA BAIN, INC. AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF BAIN MEDINA BAIN, INC.; BAIN MEDINA BAIN INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS DRAWING FOR ANY PURPOSE AFTER SIX MONTHS FROM THE DATE INDICATED ON THIS DRAWING. ALL RIGHTS RESERVED. COPYRIGHT 2015. BAIN MEDINA BAIN, INC.

JOB NO.: S-5496
DATE: 01-15-2015
DRAWN BY: RDA
PAGE 5 OF 7

CURVE	ARC	RADIUS	TANGENT	DELTA	BEARING	CHORD
C4	89.39'	100.00'	47.93'	51°13'00"	S 53°43'38" W	86.44'
C5	106.21'	100.00'	60.08'	61°59'56"	S 48°20'10" W	103.01'
C6	169.23'	156.00'	94.02'	62°09'15"	S 13°26'54" E	161.05'
C7	161.50'	125.00'	94.29'	74°08'03"	S 07°27'30" E	150.47'
C8	77.01'	100.00'	40.53'	44°07'23"	S 51°36'27" W	75.12'
C9	122.53'	125.00'	66.69'	56°09'41"	S 45°35'18" W	117.68'



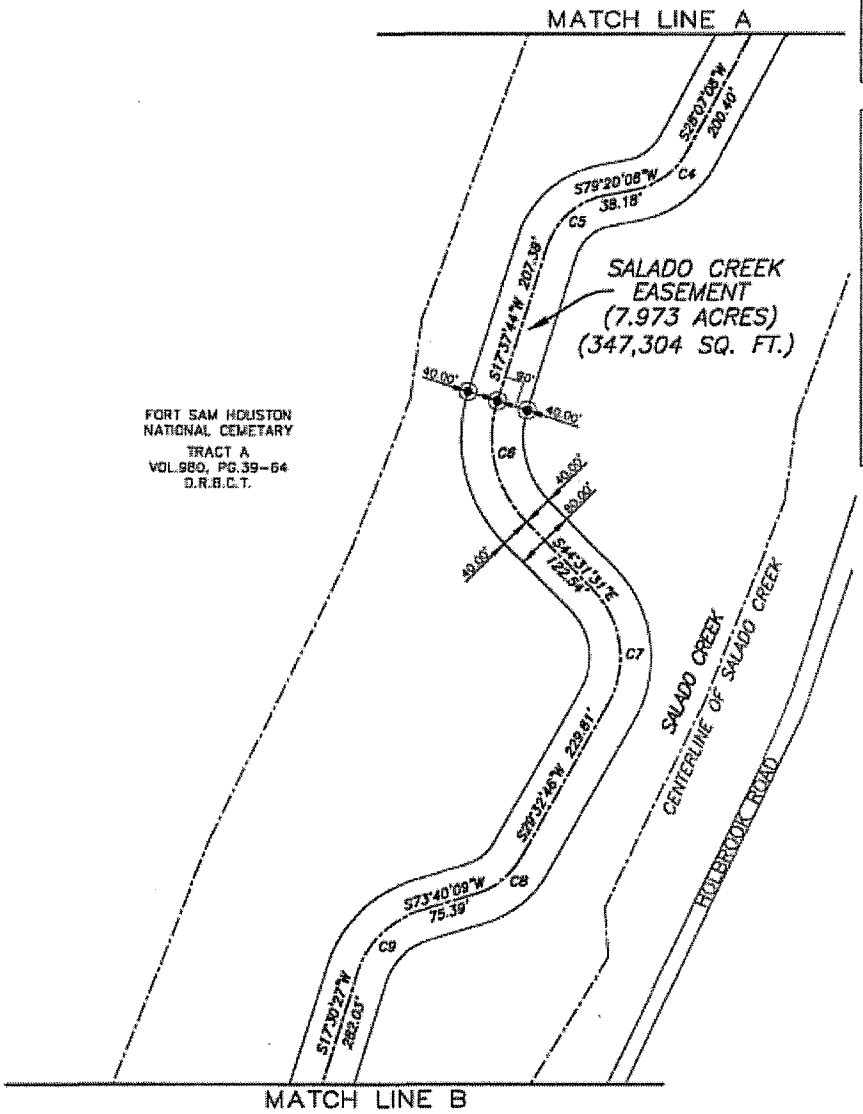
LOCATION MAP
N.T.S.

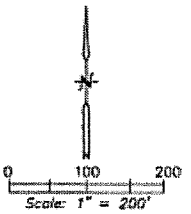
LEGEND

- EXISTING PROPERTY LINE
- PROPOSED EASEMENT
- CHAIN LINK FENCE
- UNDERGROUND GAS LINE
- OVERHEAD ELECTRIC
- POWER POLE
- TREE
- LIGHT POLE
- SET 1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "BMB INC EASEMENT"
- FOUND 3" ALUMINUM CAP MONUMENT

NOTES:
A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.

BEARING SOURCE:
NAD 83/93 TEXAS SOUTH CENTRAL ZONE
ALL DISTANCES ARE GRID





PREPARED BY:

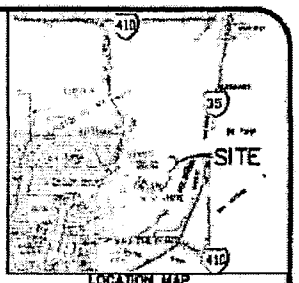
BAIN MEDINA BAIN
ENGINEERS & SURVEYORS
7073 San Pedro
San Antonio, Texas 78216
210-494-7223
TBPE NO. F-1712
TLSF REG. NO. 10028800

REVISED DATE: 3-13-2015

THIS DRAWING IS THE PROPERTY OF BAIN MEDINA BAIN, INC. AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF BAIN MEDINA BAIN, INC. BAIN MEDINA BAIN INC ASSUMES NO RESPONSIBILITY FOR THE USE OF THIS DRAWING FOR ANY PURPOSE AFTER SIX MONTHS FROM THE DATE INDICATED ON THIS DRAWING. ALL RIGHTS RESERVED. COPYRIGHT 2015. BAIN MEDINA BAIN, INC. ©

JOB NO. 5-5495
DATE: 01-15-2015
DRAWN BY: RDA
PAGE 6 OF 7

CURVE	ARC	RADIUS	TANGENT	DELTA	BEARING	CHORD
C10	154.45'	300.00'	78.98'	29°29'50"	S 32°15'22" W	152.75'
C11	112.22'	350.00'	56.60'	18°22'16"	S 58°11'25" W	111.74'
C12	101.03'	80.00'	58.50'	72°21'15"	S 29°11'56" W	94.45'



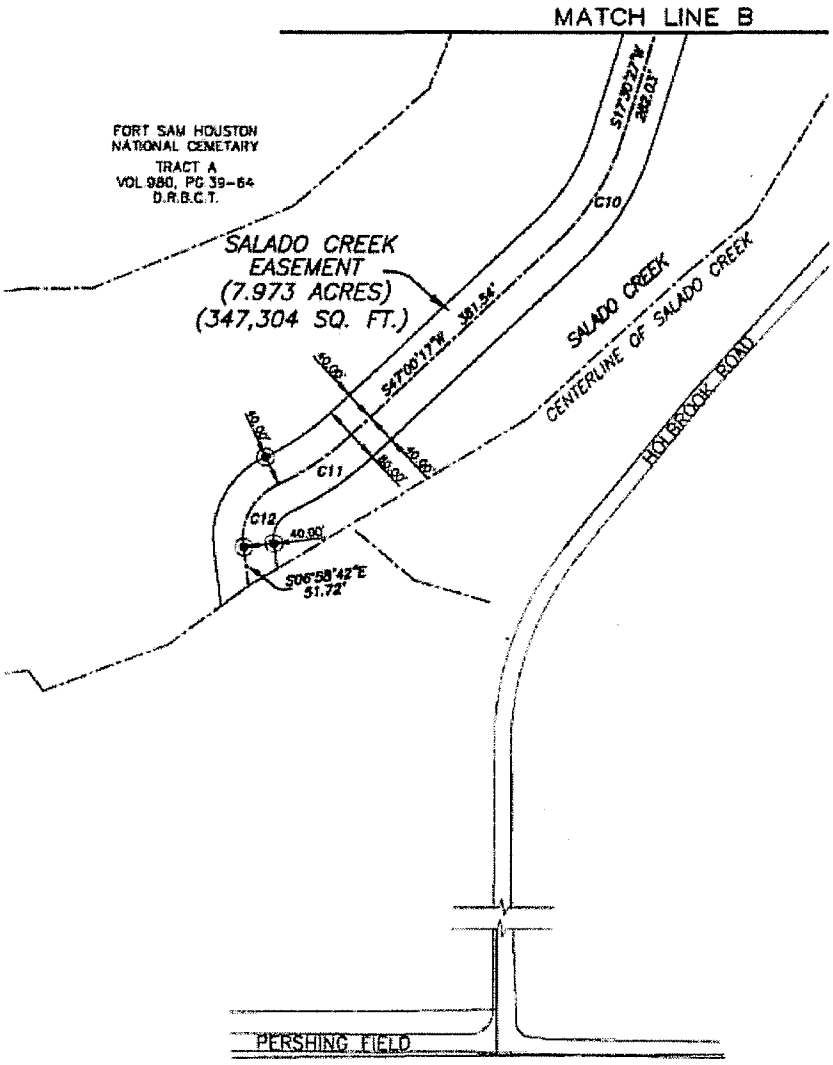
LOCATION MAP
N.T.S.

LEGEND

- EXISTING PROPERTY LINE
- PROPOSED EASEMENT
- CHAIN LINK FENCE
- UNDERGROUND GAS LINE
- OVERHEAD ELECTRIC
- POWER POLE
- TREE
- LIGHT POLE
- SET 1/2" IRON ROD W/ YELLOW PLASTIC CAP STAMPED "BMB INC EASEMENT"
- FOUND 3" ALUMINUM CAP MONUMENT

NOTES:
A METES AND BOUNDS DESCRIPTION OF EVEN DATE HEREWITH ACCOMPANIES THIS SURVEY PLAT.

BEARING SOURCE:
NAD 83/93 TEXAS SOUTH CENTRAL ZONE
ALL DISTANCES ARE GRID



N

0 100 200
Scale: 1" = 200'

PREPARED BY:
BAIN MEDINA BAIN
ENGINEERS & SURVEYORS
7873 San Pedro
San Antonio, Texas 78216
210-404-7203
TBPE NO. F-1712
TLSF REG. NO. 10020900-00

REVISED DATE: 3-13-2015

THIS DRAWING IS THE PROPERTY OF BAIN MEDINA BAIN, INC. AND SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT OF AN AUTHORIZED AGENT OF BAIN MEDINA BAIN, INC. BAIN MEDINA BAIN INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS DRAWING FOR ANY PURPOSE NOT OR WITHIN FIVE DAYS FROM THE DATE PRODUCED ON THIS DRAWING. ALL RIGHTS RESERVED. COPYRIGHT 2012. BAIN MEDINA BAIN, INC.

JOB NO.: 3-5488
DATE: 01-15-2015
DRAWN BY: RDA
PAGE 7 OF 7

Attachment II

DEED OF EASEMENT

The City of San Antonio, a municipal corporation, hereinafter referred to as City or Grantor, does hereby grant and convey, for and in consideration of One Dollar ($1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, unto Department of Veterans Affairs, acting for and in behalf of the United States of America, its successors and assigns, an easement and right of way to last in perpetuity for the construction, operation, maintenance, repair, and replacement of an access road. In conjunction with these rights, the Government shall have the ability to place personnel, equipment, construction materials, and other items as determined by the Government, on the surface of the City's property.

The City's property, which the undersigned owns, is located in the County of Bexar, State of Texas, depicted and described on Exhibit A, "Easement Area", attached hereto and made a part hereof.

The Easement is granted subject to the following conditions and provisions:

1. That the City reserves unto itself rights for all purposes across, over, or under the easement area herein depicted or described in "Easement Area"; such rights, however, to be exercised in a manner which will not create undue interference with the use and enjoyment by the Government of said easement, and are not covenanted by the City in another part of this deed of easement.

2. The City covenants and agrees that no building, structure or other above-ground improvement shall be erected or constructed on the "Easement Area" without the Government's prior written consent (which consent may be withheld in the sole and absolute discretion of the Government), and that the present grade or ground level of the property depicted and described in "Easement Area" shall not be changed by excavation or filling without the Government's prior written consent. Any construction by the City in connection with the rights so reserved shall be at the expense of the City.

3. The access road shall be constructed, operated, maintained, reconstructed, repaired, and replaced by the Government within the "Easement Area" without cost to the City. The Government shall replace, repair, restore, or relocate any property of the City affected or damaged directly or indirectly by the construction, reconstruction, installation, operation, maintenance, and replacement of said facilities, to the satisfaction of the City.

4. Except in the event of an emergency, the City shall make all reasonable efforts to give the Government reasonable prior notice of its intention to perform work on the "Easement Area".

5. The Easement granted herein shall run with land, burden the "Easement Area", as more particularly described in Exhibit "A", attached hereto and incorporated by reference herein.

Draft

6. The Government agrees, that to the extent permitted by the Federal Tort Claims Act, the Government shall be fully responsible for and bear all liability arising from any and all claims, damages, or liabilities of any nature whatsoever arising from Grantee's or the Government's agents', employees', contractors', or invites' operations and/or activities on the easement track or use thereof or from the rights and privileges herein granted, including but not limited to such claims, damages, or liabilities arising from bodily injury or death to persons or damage to property caused by or resulting from negligence or willful misconduct on the part of the Government's or its respective officers, agents, contractors, employees or invitees.

7. VA shall not commit any liens to be placed upon the "Easement Area" or any other property of the City and shall immediately pay-off or bond-off any liens placed thereon their own arising from the activities of the Government, its employees, agents or contractors.

8. This Easement shall be construed and enforced in accordance with and governed by the laws of the United States of America, and, to the extent such laws do not apply, then by the laws of the State of Texas. Additionally, notwithstanding anything in this Easement, any provision that purports to assign liability to the United States Government shall be subject to and governed by Federal law, including but not limited to, the Contract Disputes Act of 1978 (41 U.S.C Sections 601-613); the Anti-Deficiency Act (31 U.S.C. Sections 1341, and 1501); and the Federal Tort Claims Act (28 U.S.C. Section 2671, et seq.).

IN WITNESS WHEREOF the City of San Antonio, a municipal corporation, caused this Deed of Easement to be executed in its name and on its behalf this _____ day of _____, 2015.

City of San Antonio, a municipal corporation

By:_____
Name: Xavier D. Urrutia
Title: Director of Parks and Recreation Department

STATE OF TEXAS)(
)(
COUNTY OF BEXAR)(

This instrument was acknowledged before me on the _____ day of _____, 2015, by Xavier D. Urrutia, Director of Parks and Recreation Department, on behalf of said municipal corporation.

_____

draft

"Exhibit A"

ACCESS EASEMENT

A 10.116 ACRE ACCESS EASEMENT SITUATE IN BEXAR COUNTY TEXAS, BEING IN A PORTION OF A 48.31 ACRE TRACT DESCRIBED AS JOHN JAMES PARK, CITY OF SAN ANTONIO, RECORDED IN VOLUME 7259, PAGE 257, DEED RECORDS OF BEXAR COUNTY, TEXAS, SAID 10.116 ACRE ACCESS EASEMENT MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A FOUND BRONZE DISK FLUSH WITH THE GROUND IN CONCRETE 2.8 FEET NORTH OF THE PERIMETER FENCE, STAMPED "FWD 1997", AND WITH THE FOLLOWING COORDINATES: N:13724264.65, E:2153062.04;

THENCE SOUTH 22 DEGREES 37 MINUTES 53 SECONDS EAST A DISTANCE OF 4.96 FEET TO A ½ INCH IRON ROD SET FOR THE NORTHWEST CORNER OF SAID 50 FOOT ACCESS EASEMENT, THE NORTHWEST CORNER OF SAID 48.51 ACRE TRACT, BEING IN THE RIGHT OF WAY OF RITTIMAN ROAD, THE NORTHEAST CORNER OF A 103.47 ACRE TRACT OF LAND DESCRIBED AS FORT SAM HOUSTON PARCEL WATKINS TERRACE, AS RECORDED IN DOCUMENT NUMBER 20050042249, DEED RECORDS, BEXAR COUNTY, TEXAS, SAID POINT BEING THE POINT OF BEGINNING;

THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS EAST WITH THE RIGHT OF WAY OF RITTIMAN ROAD A DISTANCE OF 175.00 FEET TO A ½ INCH IRON ROD SET FOR THE NORTHEAST CORNER OF SAID 50 FOOT ACCESS EASEMENT;

THENCE SOUTH 00 DEGREES 17 MINUTES 13 SECONDS EAST ALONG A LINE PARALLEL WITH AND 175.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID 48.31 ACRE TRACT A DISTANCE OF 294.47 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 44 DEGREES 41 MINUTES 32 SECONDS WEST A DISTANCE OF 10.610 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 00 DEGREES 17 MINUTES 13 SECONDS EAST ALONG A LINE PARALLEL WITH AND 100.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID 48.31 ACRE TRACT A DISTANCE OF 596.97 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 45 DEGREES 17 MINUTES 13 SECONDS EAST A DISTANCE OF 16.78 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE NORTH 89 DEGREES 42 MINUTES 47 SECONDS EAST ALONG A LINE PARALLEL WITH AND 100.00 FEET NORTHERLY OF THE SOUTHERLY LINE OF SAID 48.31 ACRE TRACT A DISTANCE OF 634.47 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

draft

THENCE SOUTH 00 DEGREES 17 MINUTES 13 SECONDS EAST ALONG A LINE PARALLEL WITH AND 100.00 FEET EASTERLY OF THE WESTERLY LINE OF SAID 48.31 ACRE TRACT A DISTANCE OF 984.82 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 45 DEGREES 19 MINUTES 14 SECONDS EAST A DISTANCE OF 176.67 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE NORTH 89 DEGREES 48 MINUTES 02 SECONDS EAST ALONG A LINE PARALLEL WITH AND 100 FEET NORTHERLY OF THE NORTH RIGHT OF WAY LINE OF WINANS ROAD A DISTANCE OF 814.22 FEET TO A ½ INCH IRON ROD SET FOR CORNER;

THENCE SOUTH 00 DEGREES 07 MINUTES 18 SECONDS EAST A DISTANCE OF 100.00 FEET TO A ½ INCH IRON ROD SET FOR THE SOUTHEAST CORNER OF SAID ACCESS EASEMENT, BEING IN THE NORTH RIGHT OF WAY LINE OF WINANS ROAD;

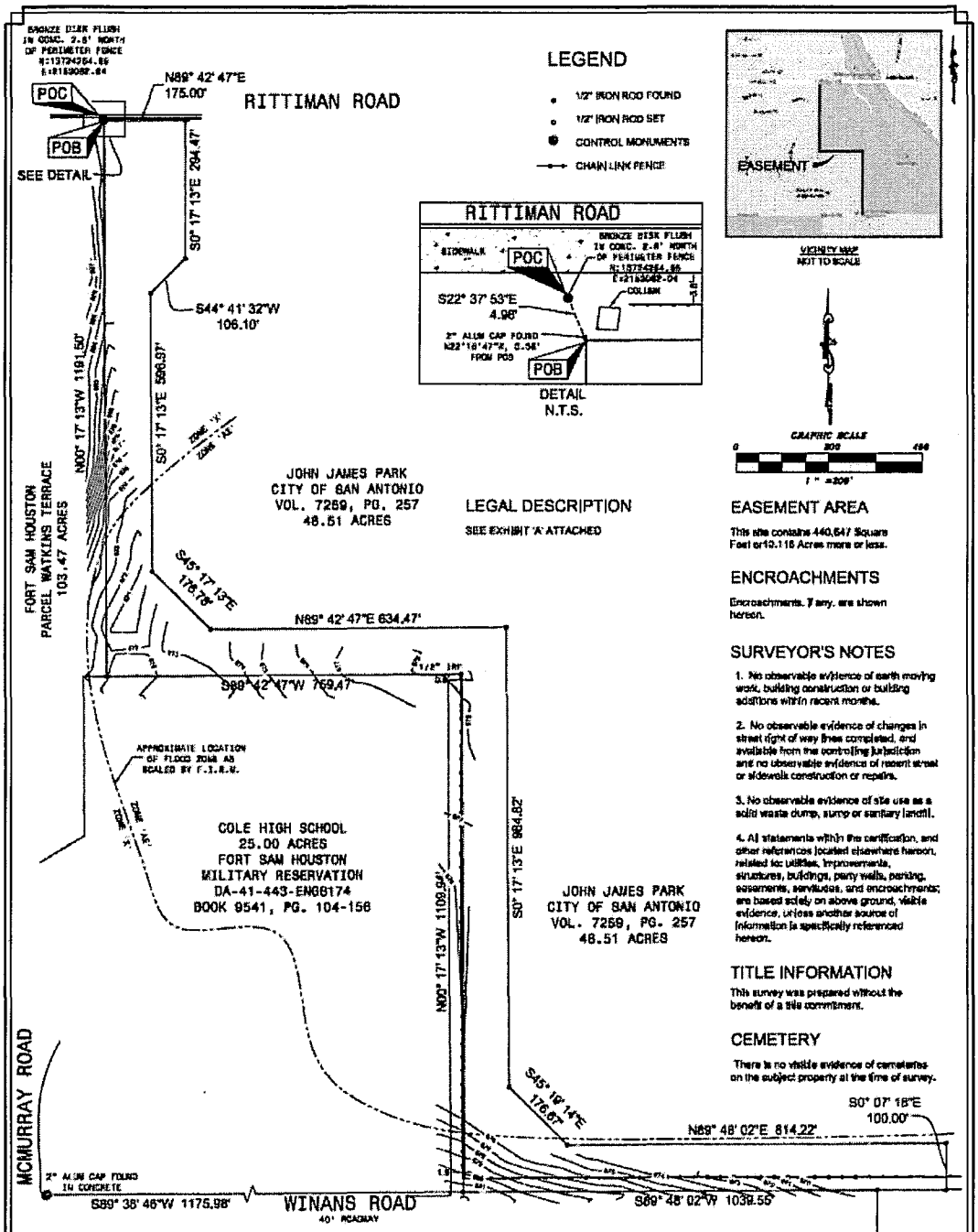
THENCE SOUTH 89 DEGREES 48 MINUTES 02 SECONDS WEST ALONG THE SOUTH LINE OF SAID ACCESS EASEMENT AND SAID RIGHT OF WAY LINE OF WINANS ROAD A DISTANCE OF 1039.55 FEET TO THE SOUTHWEST CORNER OF SAID 50 FOOT WIDE ACCESS EASEMENT AND THE SOUTHEAST CORNER OF A 25.00 ACRE TRACT OF LAND DESCRIBED AS COLE HIGH SCHOOL, AS RECORDED IN THE PLAT FOR FORT SAM HOUSTON MILITARY RESERVATION, RECORDED IN BOOK 9541, PAGES 104-156, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS;

THENCE NORTH 00 DEGREES 17 MINUTES 13 SECONDS WEST ALONG THE EAST LINE OF SAID 25.00 ACRE TRACT A DISTANCE OF 1109.94 FEET TO A ½ INCH IRON ROD FOUND FOR THE NORTHEAST CORNER OF SAID 25.00 ACRE TRACT;

THENCE SOUTH 89 DEGREES 42 MINUTES 47 SECONDS WEST ALONG THE NORTH LINE OF SAID 25.00 ACRE TRACT A DISTANCE OF 759.47 FEET TO A ½ INCH IRON ROD SET FOR CORNER OF SAID ACCESS EASEMENT AND AN INTERIOR CORNER OF SAID 48.51 ACRE TRACT, BEING IN THE EAST LINE OF SAID 103.47 ACRE TRACT;

THENCE NORTH 00 DEGREES 17 MINUTES 13 SECONDS WEST ALONG WEST LINE OF SAID 50 FOOT ACCESS EASEMENT, THE WEST LINE OF SAID 48.51 ACRE TRACT AND THE EAST LINE OF SAID 103.47 ACRE TRACT A DISTANCE OF 1191.50 FEET TO THE POINT OF BEGINNING AND CONTAINING 440,647 SQUARE FEET OR 10.116 ACRES OF LAND, MORE OR LESS.

draft



LEGAL DESCRIPTION

SEE EXHIBIT 'A' ATTACHED

EASEMENT AREA

This site contains 440,647 Square Feet or 10.116 Acres more or less.

ENCROACHMENTS

Encroachments, if any, are shown hereon.

SURVEYOR'S NOTES

1. No observable evidence of earth moving work, building construction or building additions within recent months.

2. No observable evidence of changes in street right of way lines completed, and available from the controlling jurisdiction and no observable evidence of recent street or sidewalk construction or repairs.

3. No observable evidence of site use as a solid waste dump, sump or sanitary landfill.

4. All statements within the certification, and other references located elsewhere hereon, related to: utilities, improvements, structures, buildings, party walls, parking, easements, servitudes, and encroachments; are based solely on above ground, visible evidence, unless another source of information is specifically referenced hereon.

TITLE INFORMATION

This survey was prepared without the benefit of a title commitment.

CEMETERY

There is no visible evidence of cemeteries on the subject property at the time of survey.

FLOOD ZONE

By graphic plotting only, this property is located in Zone "X" and Zone "AE" of the Flood Insurance Rate Map, Community Panel No. 48029C-0419-G, which bears an effective date of September 29, 2010 and is in a special flood hazard area. No field surveying was performed to determine this Zone and an elevation certificate may be needed to verify this determination or apply for a variance from the Federal Emergency Management Agency.

Zone "X" denotes areas outside the 500 year flood plain, areas of 0.2% annual chance flood, areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
Zone "AE" denotes areas where base flood elevations are determined.

SURVEYOR CERTIFICATION

To benefit of U.S. Department of Veterans Affairs

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2011 Minimum Standard Detail Requirements for ALTA/ACSM Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1 (except in states that require recent monument planting), 2, 3, 4, 5, 7(a), 7(a)(1), 7(c), 8, 10, 11(a) (location of utilities per visible, above-ground, observed evidence), 12, & 13 of Table A thereof. Pursuant to the Accuracy Standards as adopted by ALTA and NSPS and in effect on the date of this certification, undersigned further certifies that in my professional opinion, as a land surveyor registered in the State of Texas, the maximum Relative Positional Accuracy is 0.07 feet plus 50 million parts per million.

Enrique C. Elizondo, Texas Registration No. 6366

Date: 02/09/2015

STATE OF TEXAS REGISTERED ENRIQUE C. ELIZONDO 6366 PROFESSIONAL LAND SURVEYOR

ELIZONDO & ASSOCIATES