

AN ORDINANCE 2009-03-05-0166

AUTHORIZING A 10-YEAR LICENSE TO LONGS RIDGE ASSOCIATION, INC. FOR THE CONSTRUCTION OF A CONCRETE FENCE OVER O'CONNOR ROAD AND KNOLLCREEK STREET ADJACENT TO NCB 17726, COUNCIL DISTRICT 10, FOR A FEE OF \$16,715.00.

* * * * *

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

SECTION 1. The City Manager or her designee is authorized and directed to execute and deliver on behalf of the City an instrument in substantially the form attached as **Attachment I**, which is incorporated for all purposes as if fully set forth. The City Manager and her designee should take all other actions necessary or convenient to effectuate the transaction, including agreeing to non-material changes to the approved form and executing all necessary or convenient ancillary instruments and agreements.

SECTION 2. Funds generated by this ordinance will be deposited as per the table below:

Amount	General Ledger	Fund	Internal Order
\$16,715.00	4202410	11001000	240000000061

SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

SECTION 4. This ordinance becomes effective 10 days after passage.

PASSED AND APPROVED this 5th day of March 2009.

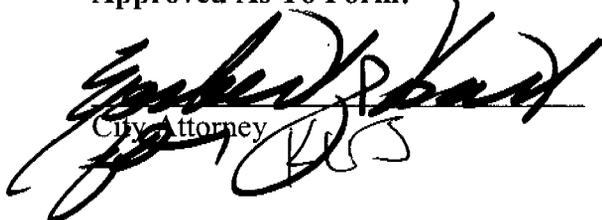

M A X O R
PHIL HARDBERGER

Attest:



City Clerk

Approved As To Form:



City Attorney

Attachment I

License Agreement

(Longs Ridge Association)

This License Agreement (“License”) is entered into between Licensee and the City of San Antonio (“Licensor”) under the authority of the Authorizing Ordinance.

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1. Identifying Information.

Authorizing Ordinance:

Project No. 1362

Licensee: Longs Ridge Association, Inc.

Licensee’s Address: 1600 NE Loop 410, Suite 202, San Antonio, TX 78209

Term: 10 years

Fee: \$16,715

Premises: A portion of the public rights of way of O'Connor Road and Knollcreek in San Antonio, Bexar County, Texas encroached upon by Licensee within the Scope of the License. Field notes and drawings depicting the area are attached as **Exhibit A**.

Scope of License: Construction, operation, use, and maintenance of a concrete fence within the Premises. Drawings depicting the planned concrete fence are attached as **Exhibit B**.

Effective Date: The effective date of the Authorizing Ordinance

Licensor's Address: City Clerk, City of San Antonio, P.O. Box 839966/2nd Floor, City Hall, San Antonio, Texas 78283-3966

2. Grant of License.

Licensor grants Licensee a license (License) to operate, use, and maintain the Premises within the Scope of the License. This License is limited to the stated Term and is conditioned on Licensee's payment of the Fee. This license does not relieve Licensee of any other approvals, permits, or licenses that may otherwise be required including but not limited to right-of-way management permits. This license is subject to all pre-existing rights of the San Antonio Water System, CPS Energy, telecommunications and cable companies, and others who have rights in the Premises. Licensor expressly disclaims a covenant of quiet enjoyment as to this License.

3. Restrictions on Use/Recording.

3.01. This License does not grant Licensee authority to use any public rights-of-way beyond the Premises.

3.02. This License grants only a privilege, not a real property interest. Licensor may enter the Premises at any time to assert its real property interest or for other purposes not interfering unreasonably with the Scope of License.

3.03. A Memorandum of License Agreement in form satisfactory to Licensor will be recorded by Licensor in the Official Public Records of Real Property of Bexar County, Texas. Licensee must pay the recording fees.

4. License Fee.

Licensee must pay the Fee in a one-time lump sum, on or before the Effective Date. The Fee must be paid at the Department of Capital Improvement Management Services, 114 W. Commerce St., 2nd Floor (c/o Property Disposition Manager), San Antonio, Texas 78205.

5. Construction, Maintenance, and Operations.

5.01. Costs. Licensee is solely responsible for all costs of construction, installation, repairs, maintenance, operation, and the like of any property placed on the Premises.

5.02. No Liability. Licensor assumes neither liability nor expense under this License. Licensor is not liable to Licensee or otherwise for damage to the Premises arising from or related to activities of Licensor in the vicinity.

5.03. Relocation. If Licensor's needs require relocation, maintenance, or adjustment in the Premises or improvements by Licensee thereto, the relocation, maintenance, or adjustments will be at Licensee's sole cost and expense.

5.04. Maintenance. Licensee, at its sole cost and expense, must maintain all improvements it constructs or installs on the Premises. In so doing, Licensee must adhere to all applicable safety standards and must adhere to all applicable federal, state, or local laws, rules, or regulations.

5.05. No Power to Bind. Licensee cannot bind or permit another to bind Licensor for payment of money or for any other obligation.

5.06. Contractors and Subcontractors. Licensee must promptly pay anyone performing work on behalf of Licensee who could file a mechanics' or materialmen's lien on the Premises. If any such lien is filed, Licensor may treat it as an event of default and terminate this License by delivering 45 days prior written notice to Licensee. But if the lien is removed or released of record within the notice period, this License remains in effect. Licensee remains obligated to clear the lien without cost to Licensor even after termination.

6. Indemnity.

6.01. These definitions apply to the indemnity provisions of this Contract:

6.01.01. "Indemnified Claims" mean all loss, cost, liability, or expense, directly or indirectly arising out of acts or omissions of any person other than an Indemnitee that give rise to assertions of Indemnitee liability under this Contract, whether or not the person is a party to this agreement. Indemnified Claims include attorneys' fees and court costs and include claims arising from property damage and from personal or bodily injury, including death.

6.01.02. "Indemnitees" means the City of San Antonio and its elected officials, officers, employees, agents, and other representatives, collectively, against whom an Indemnified Claim has been asserted.

6.01.03. "Indemnitor" means Licensee.

6.02. Indemnitor must indemnify Indemnitees, individually and collectively, from all Indemnified Claims.

6.03. If Indemnitor and one or more Indemnitees are finally adjudged to be jointly liable for Indemnified Claim, Indemnitor need not further indemnify the so-adjudged Indemnitees from liability arising from the Indemnitees' adjudicated share of liability. But despite allegations of Indemnitee negligence, Indemnitor must nevertheless defend all Indemnitees until final adjudication. Indemnitor may not recover sums previously spent defending or otherwise indemnifying the Indemnitee who has been adjudged to be negligent and must continue to indemnify other Indemnitees.

6.04. There are no third-party beneficiaries of this indemnity other than the category of people and entities included within the definition of Indemnitees.

6.05. Indemnitor must promptly advise the City of San Antonio in writing of any Indemnified Claim and must, at its own cost, investigate and defend the Indemnified Claim. Whether or not the City of San Antonio is an Indemnitee as to a particular Indemnified Claim, the City of San Antonio may require Indemnitor to replace the counsel Indemnitor has hired to defend Indemnitees. The City may also require Indemnitor to hire specific-named counsel for so long as the named counsel's hourly rates do not exceed the usual and customary charges for counsel handling sophisticated and complex litigation in the locale where the suit is pending. No such actions release or impair Indemnitor's obligations under this indemnity paragraph, including its obligation to pay for the counsel selected by City. Regardless of who selects the counsel, the counsel's clients are Indemnitees, not Indemnitor.

6.06. In addition to the indemnity required under this Contract, each Indemnitee may, at its own expense, participate in its defense by counsel of its choosing without relieving or impairing Indemnitor's obligations under this indemnity paragraph.

6.07. Indemnitor may not settle any Indemnified Claim without the consent of the City of San Antonio, whether or not the City is an Indemnitee as to the particular Indemnified Claim, unless (A) the settlement will be fully funded by Indemnitor and (B) the proposed settlement does not contain an admission of liability or wrongdoing by any Indemnitee. The City's withholding its consent as allowed in the preceding sentence does not release or impair Indemnitor's obligations of this indemnity paragraph. Even if the City of San Antonio is not an Indemnitee as to a particular Indemnified Claim, Indemnitor must give City at least 20 days advance written notice of the details of a proposed settlement before it becomes binding. Any settlement purporting to bind an Indemnitee must first be approved by City Council.

6.08. Nothing in this Contract waives governmental immunity or other defenses of Indemnitees under applicable law.

6.09. If, for whatever reason, a court refuses to enforce this indemnity as written, and only in that case, the parties must contribute to any Indemnified Claim 5% by the Indemnitees and 95% by the Indemnitor. Indemnitor need look only to the City of San Antonio for Indemnitees' 5% if the City of San Antonio is an Indemnified Party as to a particular Indemnified Claim.

7. Insurance.

7.01. Without limiting Licensor's rights to indemnity, Licensee must provide and maintain insurance, at its own expense, with companies admitted to do business in the State of Texas and with a rating of A- or better by A. M. Best and Company or provide evidence of self-insurance, in the following types and amounts:

Type	Amount
1. Worker's Compensation during the performance of improvements to the Premises or an approved alternate plan at other periods during the Term.	Statutory, with a waiver of subrogation in favor of Licensor
2. Employers' Liability during improvements to the Premises or an approved alternate plan at other periods during the Term.	\$500,000 per category, with a waiver of subrogation in favor of Licensor
3. Commercial General (Public) Liability – to include coverage for the following where the exposure exists: (a) Premises/Operations	For Bodily Injury and Property Damage: \$1,000,000 per Occurrence, \$2,000,000 general aggregate or its equivalent in

- | | |
|---|--|
| <ul style="list-style-type: none"> (b) Independent Contractors (c) Products/Completed (d) Personal Injury Liability (e) Contractual Liability (f) Explosion, Collapse and Underground Property (g) Broad Form Property Damage | <p>Umbrella or Excess Liability coverage.</p> |
| <p>4. Property Insurance -- for physical damage to the property of Licensee including improvements and betterments to the Premises.</p> | <p>Coverage for a minimum of 80% of the actual cash value of the improvements.</p> |

Any substitute for Workers' Compensation and Employer's Liability must be approved in advance by Licensor's Risk Manager.

7.02. Licensor's Risk Manager may reasonably modify the above requirements if he determines the modification is in the Licensor's best interest. If Licensee believes the requested change is unreasonable, Licensee has 60 days to give notice of termination. The termination provisions then apply.

7.03. With respect to the above required insurance, each insurance policy required by this License must contain the following clauses:

“No insurance or self-insurance provided by Licensee can be canceled, limited in scope or coverage, or non-renewed until after 30 days' prior written notice has been given to:

Department of Capital Improvement Management Services
 City of San Antonio
 P.O. Box 839966
 San Antonio, Texas 78283-3966
 Attention: Property Disposition Manager”

“Any insurance or self-insurance provided by Licensee is primary to any insurance or self-insurance maintained by the City of San Antonio.”

“Any insurance or self-insurance maintained by the City of San Antonio applies in excess of, not in contribution with, insurance provided by this policy.”

7.04. Each insurance policy required by this License, excepting policies for Workers' Compensation, Employer's Liability and Professional Liability, must contain the following clause:

“The City of San Antonio, its elected officials, employees, agents, and representatives are added as additional insureds.”

7.05. Licensee must deliver to Licensor, within 30 days after the Effective Date, endorsements to the above-required policies adding the applicable clauses referenced above. Such endorsements must be signed by an authorized representative of the insurance company and show the signatory's company affiliation and title. Licensee must deliver to Licensor documentation acceptable to Licensor confirming the authority of those signing the endorsements.

7.06. The Notices and Certificates of Insurance must be provided to the same address as for notices of cancellation.

7.07. This License does not limit Licensee's liability arising out of or related to the Premises or Licensee's activities thereon.

7.08. Licensee waives all claims against Licensor for injury to persons or property on or about the Premises, whether or not caused by Licensor's negligence.

8. Termination.

8.01. Licensor may terminate this License at any time before expiration by giving Licensee 30 days' written notice.

8.02. Upon expiration or termination, all rights and privileges immediately cease, and Licensee must immediately cease use of the Premises. Licensor may direct Licensee to either (a) abandon the encroaching improvements and appurtenances, including lines and equipment; or (b) remove all or any part of them and restore the Premises, at Licensee's sole cost, to original condition. Improvements or appurtenances not removed within 90 days after termination, whether by expiration or otherwise, become the property of Licensor. Licensor may, without liability to Licensee, dispose of such property at a public or private sale, without notice to Licensee. Licensee is liable for Licensor's costs incurred in connection with Licensee's property.

9. Assignment/Sublicensing.

This License cannot be assigned or sublicensed, other than to Licensee's parent or subsidiaries. Licensee must give Licensor 30 days' written notice before such an assignment or sublicense. Licensee cannot lease or sublease the Premises.

10. Condemnation.

If the Premises are taken, in whole or in part, by eminent domain, Licensor may terminate this License as of the date title to the taken land vests in the condemning authority. Licensee waives any claim to condemnation proceeds paid to Licensor. Licensee may seek a separate condemnation award.

11. Attorney's Fees and Court Costs.

In any action in which Licensee is found to have materially defaulted hereunder, Licensor can recover from Licensee its reasonable attorney's fees.

12. Taxes and Licenses.

Licensee must pay, on or before the due date all federal, state, and local taxes, license fees, permit fees, and similar charges now or hereafter levied on Licensee or its property or on the Premises and arising from Licensee's use thereof.

13. Prohibited Interests in Contracts.

13.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or

employee has a “prohibited financial interest” in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (a) a City officer or employee;
- (b) his parent, child or spouse;
- (c) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (d) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

13.02. Licensee warrants and certifies as follows:

- (a) Licensee and its officers, employees and agents are neither officers nor employees of the City.
- (b) Licensee has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City’s Ethics Code.

13.03. Licensee acknowledges that City’s reliance on the above warranties and certifications is reasonable.

14. Licensee Financing.

Licensee may encumber Licensee’s personal property on the Premises, and any lien of Licensor (whether by statute or under this License) is subordinate to the financing lien. Licensor will acknowledge this subordination in writing, if the proffered documents do not modify the rights and obligations of this License. The City Manager or a designee may execute such documents, without a further ordinance. But if the documents modify the License, then a specific ordinance is required.

15. Lien for License Fee, Taxes, Fees and Other Charges.

Licensee grants Licensor a security interest in Licensee’s property on the Premises. The security interest secures payment of the Fee and all taxes, fees, and other charges owing because of Licensee’s use under this License. Licensee may dispose of the property free of the security interest in the ordinary course of business. At Licensor’s request, Licensee must execute a financing statement.

16. Consent/Approval of Licensor.

When Licensor’s consent and approval is called for under this License, the consent and approval may be granted or withheld by the Director of Capital Improvement Management Services, unless the City Charter requires Council action.

17. Appropriations.

All obligations of the City of San Antonio under this instrument are funded through the City of San Antonio General Fund and are subject to the discretion of City Council whether to

appropriate funding for any given year of a term. The City need not pay any sum not appropriated by City Council.

18. Miscellaneous Provisions

18.01. Relationship Limited. This instrument creates only the relationship of Licensor and Licensee. The parties are not principal and agent, partners, joint venturers, or participants in any other enterprise between them.

18.02. Nondiscrimination. Licensee must not discriminate against any individual or group on account of race, color, gender, age, religion, national origin, or handicap, in employment practices or in the use of the Premises.

18.03. Release From Liability. If Licensor transfers the Premises, Licensor will have no liability relating to the period after transfer. Licensor's transferee will succeed to all Licensor's rights hereunder.

18.04. Yielding Up. Licensee must, at termination, whether by expiration or otherwise, yield the Premises up peacefully.

18.05. Authority to Execute. The party or parties executing this License on behalf of Licensee personally warrant that each of them has full authority to do so.

18.06. Acknowledgment of Reading. The parties acknowledge reading this License, including exhibits or attachments, and have received the advice and counsel necessary to form a complete understanding of their rights and obligations. Having so done, they execute this License freely and voluntarily.

18.07. Applicable Law. The Construction Of This License And The Rights, Remedies, And Obligations Arising Thereunder Are Governed By The Laws Of The State Of Texas. But the Texas conflicts of law rules must not cause the application of the laws of a jurisdiction other than Texas. The obligations of both parties are performable in San Antonio, Bexar County, Texas.

18.08. Severability. If any portion hereof is determined to be invalid or unenforceable, the determination does not affect the remainder hereof.

18.09. Successors. This License inures to the benefit of and binds the heirs, representatives, successors, and permitted assigns of each party. This clause does not authorize any assignment not otherwise authorized.

18.10. Integration. This Written License Represents The Final Agreement Between The Parties And May Not Be Contradicted By Evidence Of Prior, Contemporaneous, Or Subsequent Oral Agreements Of The Parties. There Are No Oral Agreements Between The Parties.

18.11. Modification. This License may not be changed orally but only by a written agreement, signed by the party against whom enforcement of any modification is sought. No such modification, express or implied, affects the right of the modifying party to require

observance of either (i) any other term or (ii) the same term or condition as it applies on a subsequent or previous occasion.

18.12. Third Party Beneficiaries. This License is intended for the benefit of the parties hereto and their successors and permitted assigns only. There are no third party beneficiaries.

18.13. Notices. Notices must be in writing and by certified mail, return receipt requested. Notice is complete three days after deposit, properly addressed and postage prepaid, with the United States Postal Service. Failure to use certified mail does not defeat the effectiveness of notice actually received, but such notice is effective only on actual receipt. Address for notice may be changed by giving notice. Unless changed, notice to Licensee goes to Licensee's address specified at the beginning, and notice to Licensor goes to:

City Clerk
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

With a copy
to

Director, Capital Improvement
Management Services
City of San Antonio
P.O. Box 839966
San Antonio, Texas 78283-3966

18.14. Pronouns. In construing this License, plural constructions include the singular, and singular constructions include the plural. No significance attaches to whether a pronoun is masculine, feminine, or neuter. The words "herein," "hereof," and other, similar compounds of the word "here" refer to this entire License, not to any particular provision of it.

18.15. Captions. Paragraph captions in this License are for ease of reference only and do not affect the interpretation hereof.

18.16. Counterparts. This License may be executed in multiple counterparts, each of which is an original, whether or not all parties sign the same document. Regardless of the number of counterparts, they constitute only one agreement. In making proof of this License, one need not produce or account for more counterparts than necessary to show execution by or on behalf of all parties.

18.17. Further Assurances. The parties must execute and deliver such additional documents and instruments as may be required to effect fully the provisions hereof. But no such additional document(s) may alter the rights or obligations of the parties under this License

18.18. Ambiguities Not to Be Construed Against Drafter. Ambiguities in this License must be resolved without constructing against the drafter.

19. Public Information.

Licensee acknowledges that this instrument is public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

In Witness Whereof, the parties have caused their representatives to set their hands:

Licensor:

Licensee:

City of San Antonio,
a Texas municipal corporation

Longs Ridge Association, Inc.,
a Texas corporation

By: _____

Bruce Moran, President

Printed
Name: _____

Date: _____

Title: _____

Greg Gonzalez, Treasurer

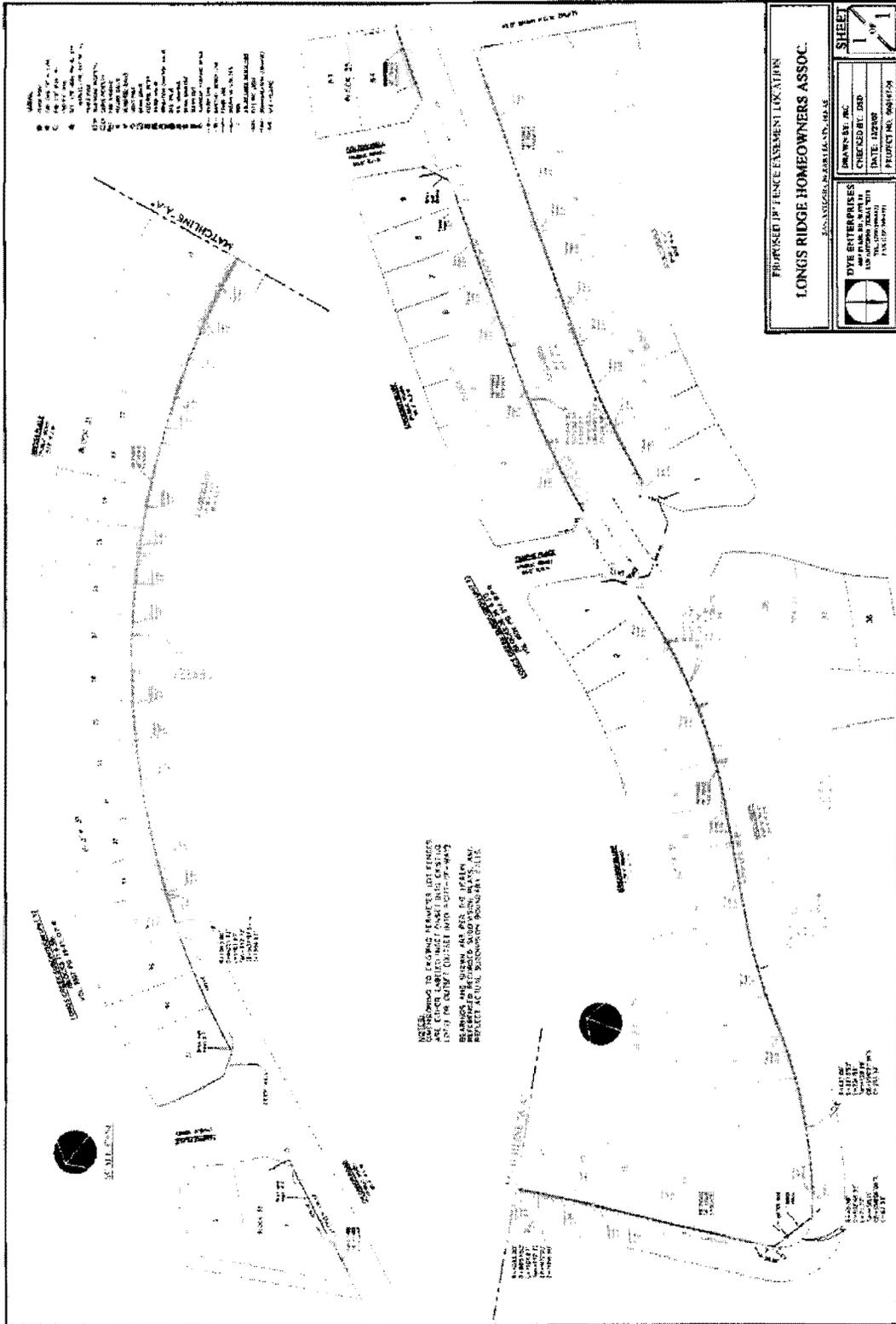
Date: _____

Date: _____

Approved As To Form:

City Attorney

Exhibit A



Dye Enterprises

Engineers • Surveyors • Planners

D. Scott Dye, PE, R.P.L.S.

September 04, 2008

Re: 1.50' Fence Easement
O'Connor Road
San Antonio, Bexar County, Texas

EXHIBIT - A LEGAL DESCRIPTION

BEING: a 19.35 Square Feet tract of land being out of a public right-of-way known as O'Connor Road (86 feet wide), in the City of San Antonio, Bexar County, Texas and lying adjacent to Lot 1, Block 35, New City Block 17726, Longs Creek Subdivision, Unit 12 recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas, said 19.35 Square Feet tract being more particularly described by metes and bounds as follows:

BEGINNING: at a point on the northeast right-of-way line of O'Connor Road (86 feet wide) for the northwest corner of the herein described tract and also being the southwest corner of said Lot 1;

THENCE: S.67°33'53"E., along said right of way and the south line of said Lot 1, a distance of 19.90 feet to a point for the northeast corner of the herein described tract;

THENCE: S.22°26'07"W., departing and upon said right-of-way line, a distance of 1.50 feet to a point of the southeast corner of the herein described tract;

THENCE: N.67°33'53"W., parallel to said right-of-way line, a distance of 12.90 feet to a point for the southwest corner of the herein described tract;

THENCE: N.22°26'07"E., a distance of 1.50 feet the **POINT OF BEGINNING** and containing 19.35 square feet of land, more or less.

Note: The herein referenced plat recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas is the basis of bearing for this legal description.



A handwritten signature in black ink, appearing to read "D. Scott Dye".

D. Scott Dye, R.P.L.S. #5315
Job No. 06-0148.01A

Z:\00000001\01 Longs Ridge Area Fence East\Legal Descriptions\06-01 Exhibit A 19.35 sq ft.doc

Dye Enterprises

Engineers • Surveyors • Planners

D. Scott Dye, PE, R.P.L.S.

September 04, 2008

Re: 1.50' Fence Easement
O'Connor Road
San Antonio, Bexar County, Texas

EXHIBIT - B LEGAL DESCRIPTION

BEING: a 1,790.27 Square Feet tract of land being out of a public right-of-way known as O'Connor Road (86 feet wide) in the City of San Antonio, Bexar County, Texas, adjacent to Block 31, New City Block 17726, Longs Creek Subdivision, Unit 12 recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar county, Texas, said 1,790.27 Square Feet tract being more particularly described by metes and bounds as follows:

BEGINNING: at a point on the east right-of-way line of O'Connor Road (86 feet wide) for the most southeasterly corner of the herein described tract, said point being in the west line of Lot 14 of said subdivision, and being along said right-of-way line, N.06°42'00"W., a distance of 28.86 feet from the cut-back line into the north right-of-way line of Knott Creek (86 feet wide);

THENCE: S.83°53'58"W., into said right-of-way of O'Connor Road, a distance of 1.50 feet to a point for the southernmost corner of the herein described tract;

THENCE: N.06°42'00"W., parallel to said right-of-way line, a distance of 241.52 feet to a point of curvature of a tangent curve to the left having a radius of 1,041.50 feet, a central angle of 52°20'03", a tangent of 511.74 feet and a chord bearing and distance of N.32°52'02"W., 918.58 feet;

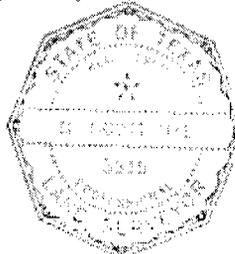
THENCE: with said curve to the left an arc length of 951.31 feet to a point for the most northwesterly corner of the herein described tract;

THENCE: N.30°07'48"E., a distance of 1.50 feet to a point for the most northeasterly corner of the herein described tract, said point being on the above mentioned east right-of-way line of O'Connor Road and the southwest line of Lot 34 of said subdivision, said point also being the point of curvature of a non-tangent curve to the right having a radius of 1,043.00 feet, a central angle of 52°20'08", a tangent of 512.49 feet and a chord bearing and distance of S.52°52'04"E., 919.93 feet;

THENCE: with said curve to the right along said right-of-way line, an arc length of 952.70 feet to a point of tangency of said right-of-way line, said point being in the southwest line of Lot 16 of said subdivision;

THENCE: continuing along said right-of-way line, S.06°42'00"W., a distance of 241.52 feet to the **POINT OF BEGINNING** and containing 1,790.27 square feet of land, more or less.

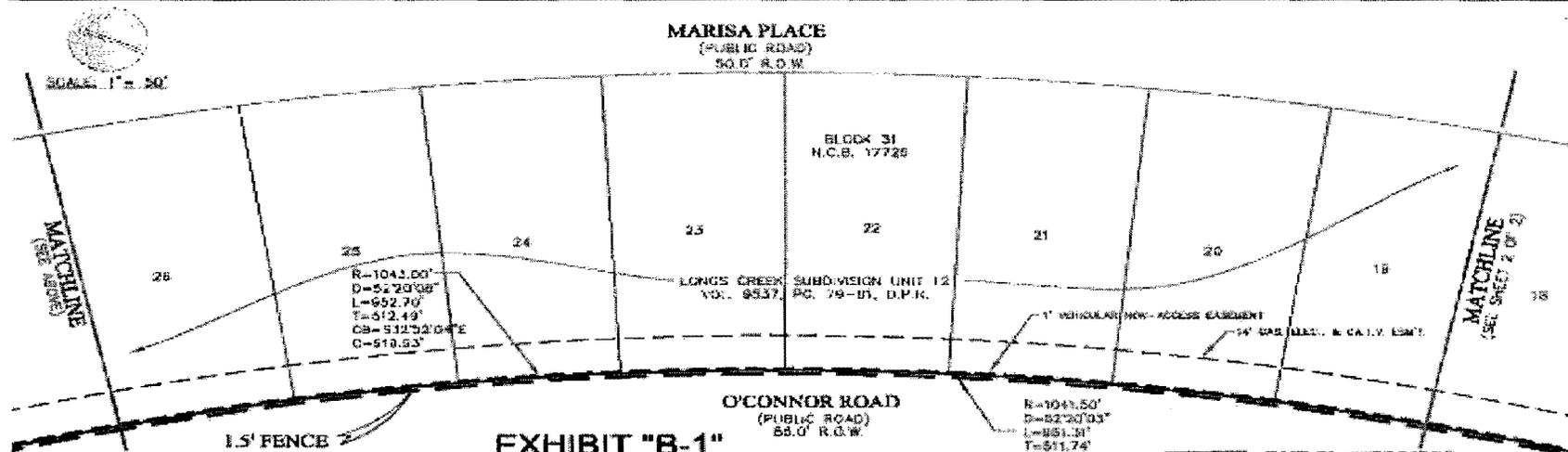
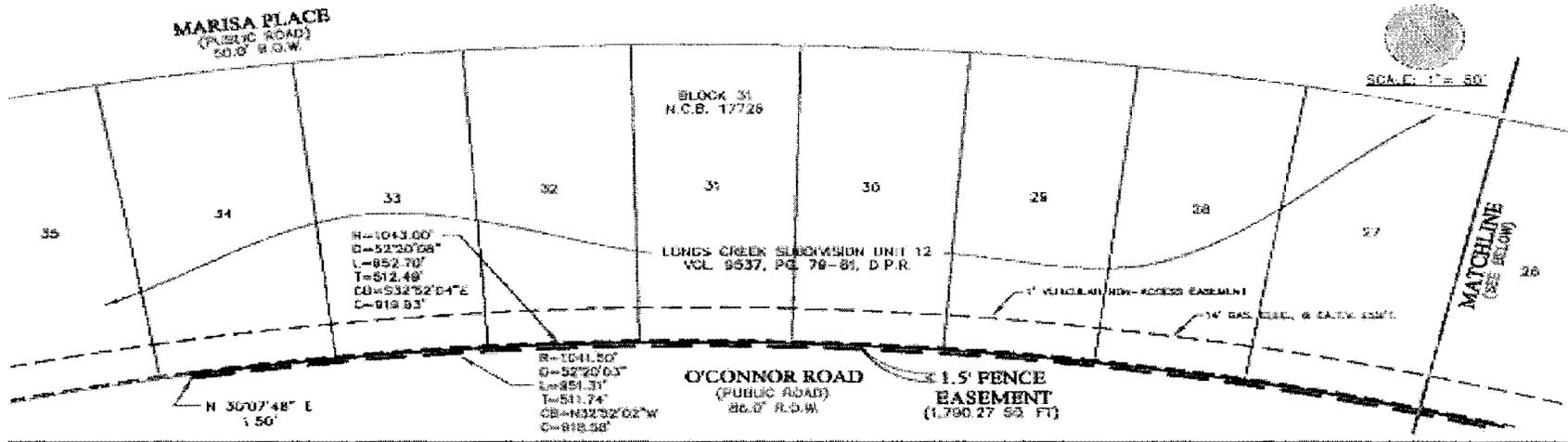
Note: The herein referenced plat recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas is the basis of bearing for this legal description.




D. Scott Dye, R.P.L.S. #5315
Job No. 06-0148.01B

2:200806014801 Long Dye Assoc Fence Easement Legal Description 06014801 Exhibit B 1790.27 sq.ft.doc

4047 Stahl Rd. #3 • San Antonio • Texas 78217
Phone (210) 599-4123 • Fax (210) 599-4191



DRAWN BY: JMC
JOB NO: 060148-01B
DATE: 06-04-08

EXHIBIT "B-1"
LONGS RIDGE ASSOCIATION
FENCE EASEMENT



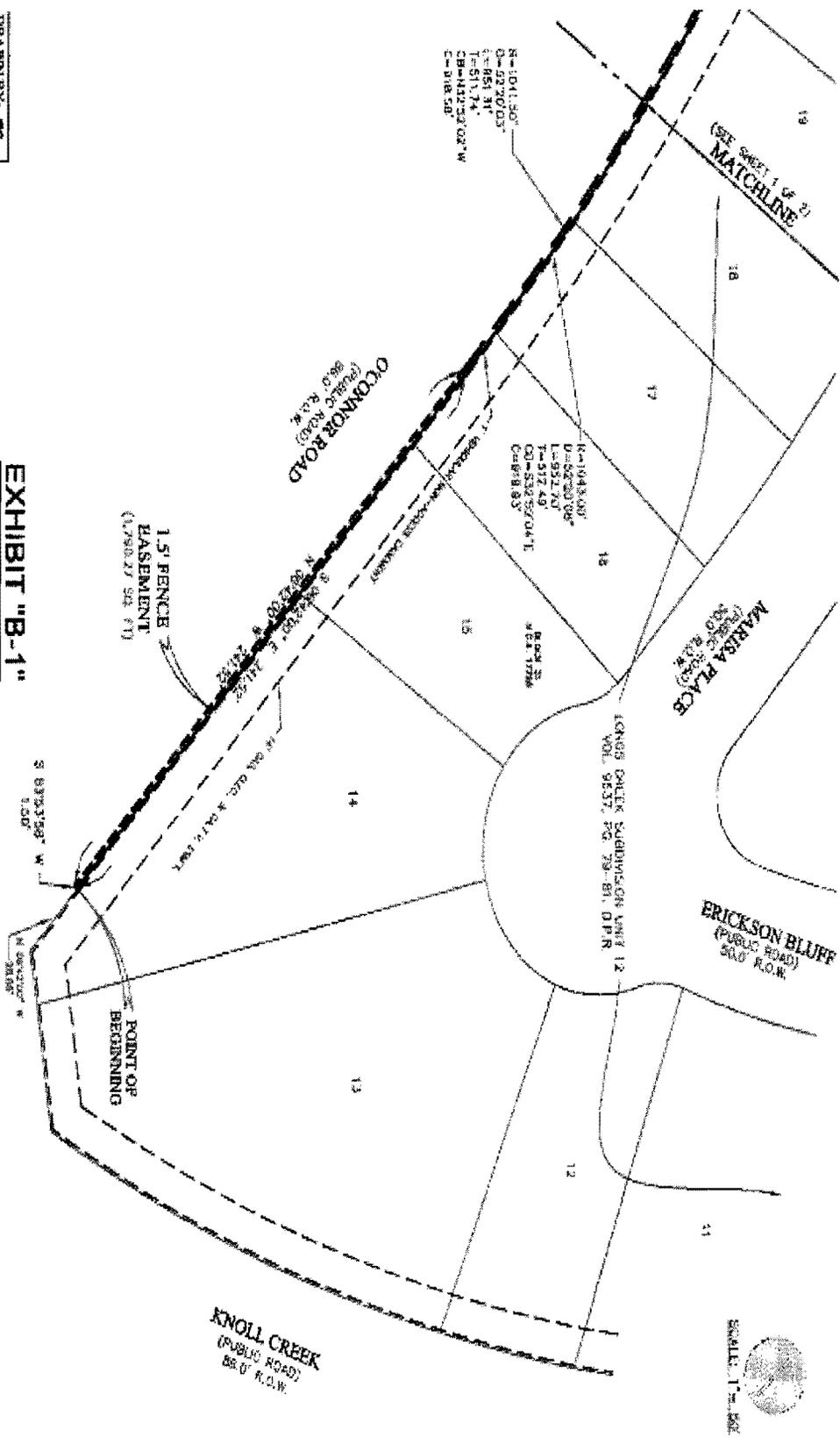
DYE ENTERPRISES
4917 STAIR, RD, #2
SAN ANTONIO, TEXAS 78217
TEL: (214) 559-4113
FAX: (214) 559-4191

4:\2006\060148-01 Longs Ridge Assoc Fence Easmt\dwg\060148-01 Longs Ridge Fence Exhibit B-1.dwg

DRAWN BY: JMC
 JOB NO: D06148-01B
 DATE: 08-04-08

EXHIBIT "B-1"
LONGS RIDGE ASSOCIATION
FENCE EASEMENT

2: \s009\060148.01 Longs Ridge Assoc Fence Exam\Long\060148-01 Longs Ridge Fence Exhibit B-1.dwg



DYE ENTERPRISES
 4411 SHAW, 3D, 61
 SAN ANTONIO, TEXAS 78217
 TEL: (210) 595-4132
 FAX: (210) 595-4391

DEPARTMENT © 2008 DYE ENTERPRISES, ALL RIGHTS RESERVED.



Dye Enterprises

Engineers • Surveyors • Planners

D. Scott Dye, PE, R.P.L.S.

September 04, 2008

Re. 1.50' Fence Easement
O'Connor Road
San Antonio, Bexar County, Texas

EXHIBIT - C LEGAL DESCRIPTION

BEING: a 1,210.99 Square Feet tract of land being out of a public right-of-way known as Knoll Creek (86 feet wide) in the City of San Antonio, Bexar County, Texas, adjacent to Block 31, New City Block 17726, Longs Creek Subdivision, Unit 12 recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar county, Texas, said 1,210.99 Square Feet tract being more particularly described by metes and bounds as follows:

BEGINNING: at a point on the north right-of-way line of Knoll Creek (86 feet wide) for the most northwest corner of the herein described tract, said point being on the south line of Lot 13 of said subdivision and being along said right-of-way line a distance of 28.69 feet from the cut-back line into the east right-of-way line of O'Connor Road (86 feet wide), said point also being the beginning of a curve to the left having a radius of 657.00 feet, a central angle of $19^{\circ}43'46''$, a tangent of 226.24 feet and a chord bearing and distance of $N.58^{\circ}07'56''E.$, 225.12 feet;

THENCE: with said curve to the left along said right-of-way line of Knoll Creek, an arc length of 226.24 feet to a point for the point of a reverse curve to the right having a radius of 743.00 feet, a central angle of $11^{\circ}24'07''$, a tangent of 74.17 feet and a chord bearing and distance of $N.54^{\circ}00'40''E.$, 147.62 feet;

THENCE: with said curve to the right and continuing along said right-of-way line, an arc length of 147.86 feet to a point of tangency of said right-of-way line and the south line of Lot 8 of said subdivision;

THENCE: $N.59^{\circ}41'15''E.$, a distance of 147.94 feet to a point of a tangent curve to the left having a radius of 657.00 feet, a central angle of $24^{\circ}50'28''$, a tangent of 144.70 feet and a chord bearing and distance of $N.47^{\circ}16'01''E.$, 282.62 feet, said point also being in the south line of Lot 5 of said subdivision;

THENCE: with said curve to the left and continuing along said right-of-way line, an arc length of 284.85 feet to a point for the most northerly corner of the herein described tract, said point being along said right-of-way line a distance of 15.68 feet from the cut-back line into the west right-of-way line of Tampke Place (50 feet wide);

THENCE: $S.55^{\circ}09'13''E.$, into said right-of-way of Knoll Creek, a distance of 1.50 feet to an angle point for the most northeastern corner of the herein described tract, said point also being the point of curvature of a curve to the right having a radius of 658.50 feet, a central angle of $24^{\circ}50'28''$, a tangent of 145.03 feet and a chord bearing and distance of $S.47^{\circ}16'01''W.$, 283.27 feet;

THENCE: with said curve to the right parallel to said right-of-way line of Knoll Creek, an arc length of 285.50 feet to a point of tangency;

THENCE: $S.59^{\circ}41'15''W.$, a distance of 147.94 feet to a point of a tangent curve to the left having a radius of 741.50 feet, a central angle of $11^{\circ}24'07''$, a tangent of 74.02 feet and a chord bearing and distance of $S.54^{\circ}00'40''W.$, 147.32 feet.

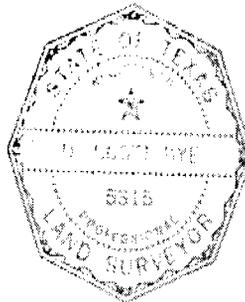
4047 Stahl Rd. #3 • San Antonio • Texas 78217

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THENCE: with said curve to the left an arc length of 147.56 feet to a point of a reverse curve to the right having a radius of 658.50 feet, a central angle of $19^{\circ}43'53''$, a tangent of 114.52 feet and a chord bearing and distance of $S.58^{\circ}07'59''W.$, 225.66 feet to a point of tangency;

THENCE: $N.21^{\circ}09'28''W.$, a distance of 1.50 feet to the **POINT OF BEGINNING** and containing 1,210.99 square feet of land, more or less.

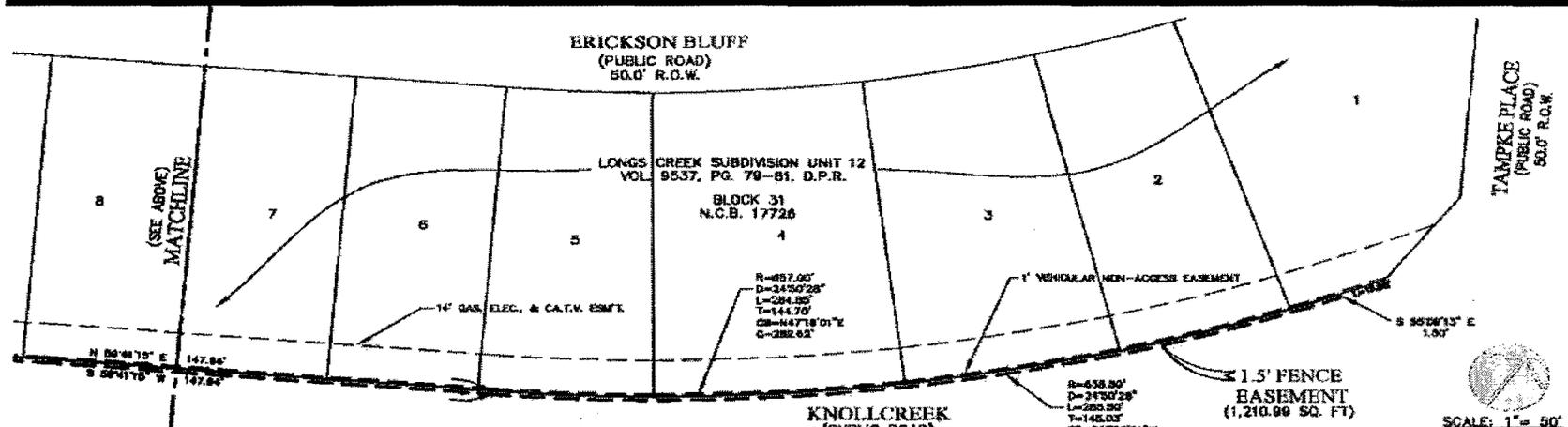
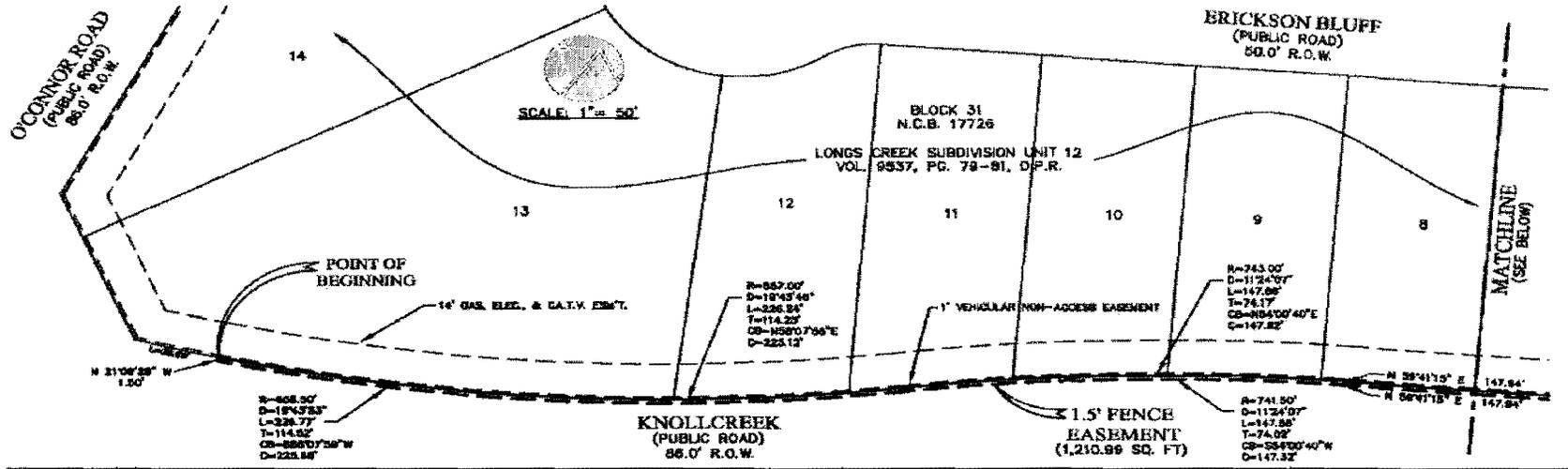
Note: The herein referenced plat recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas is the basis of bearing for this legal description.




D. Scott Dye, R.P.L.S. #5315
Job No. 06-0148.01C

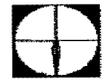
Z:\2006\060148.01 Long Ridge Assoc Fence Exam\Legal Description\060148-01 Exhibit B 1790.27 sq ft.doc

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DRAWN BY: JRC
 JOB NO: 060148-01C
 DATE: 09-04-08

EXHIBIT "C-1"
LONGS RIDGE ASSOCIATION
FENCE EASEMENT



DYB ENTERPRISES
 4917 STALE RD., #3
 SAN ANTONIO, TEXAS 78217
 TEL. (210) 599-4133
 FAX (210) 599-4191

Dye Enterprises

Engineers • Surveyors • Planners

D. Scott Dye, PE, R.P.L.S.

September 04, 2008

Re: 1.50' Fence Easement
O'Connor Road
San Antonio, Bexar County, Texas

EXHIBIT - D LEGAL DESCRIPTION

BEING: a 661.22 Square Feet tract of land being out of a public right-of-way known as Knoll Creek (86 feet wide) in the City of San Antonio, Bexar County, Texas, adjacent to Block 36, New City Block 17726, Longs Creek Subdivision, Unit 12 recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar county, Texas, said 326.22 Square Feet tract being more particularly described by metes and bounds as follows:

BEGINNING: at a point on the northwest right-of-way line of Knoll Creek (86 feet wide) for the most northwest corner of the herein described tract, said point being the most southerly corner of Lot 1 of said subdivision and being the point for a cut-back line into the east right-of-way line of Tampke Place (50 feet wide), said point also being the beginning of a curve to the right having a radius of 1,243.00 feet, a central angle of $10^{\circ}18'02''$, a tangent of 112.03 feet and a chord bearing and distance of $N.45^{\circ}13'01''E.$, 223.16 feet;

THENCE: with said curve to the left along said right-of-way line of Knoll Creek, an arc length of 223.16 feet to a point for the point of tangency of said right-of-way line and the southeast line of Lot 5 of said Subdivision;

THENCE: $N.50^{\circ}22'02''E.$, continuing with said right-of-way line, a distance of 217.48 feet to a point for the northeast corner of the herein described tract, said point being in the southeast line of Lot 9 of said subdivision;

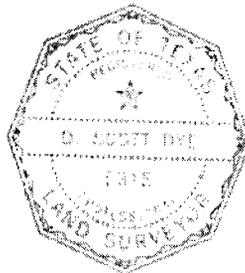
THENCE: $S.39^{\circ}37'58''E.$, into said right-of-way of Knoll Creek, a distance of 1.50 feet to an angle point for the southeast corner of the herein described tract;

THENCE: $S.50^{\circ}22'02''W.$, parallel to said right-of-way line, a distance of 217.48 feet to a point of a tangent curve to the left having a radius of 1,241.50 feet, a central angle of $10^{\circ}18'02''$, a tangent of 111.90 feet and a chord bearing and distance of $S.45^{\circ}13'01''W.$, 222.89 feet;

THENCE: with said curve to the left, an arc length of 223.20 feet to a point for the southwest corner of the herein described tract;

THENCE: $N.49^{\circ}56'00''W.$, a distance of 1.50 feet to the **POINT OF BEGINNING** and containing 661.22 square feet of land, more or less.

Note: The herein referenced plat recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas is the basis of bearing for this legal description.



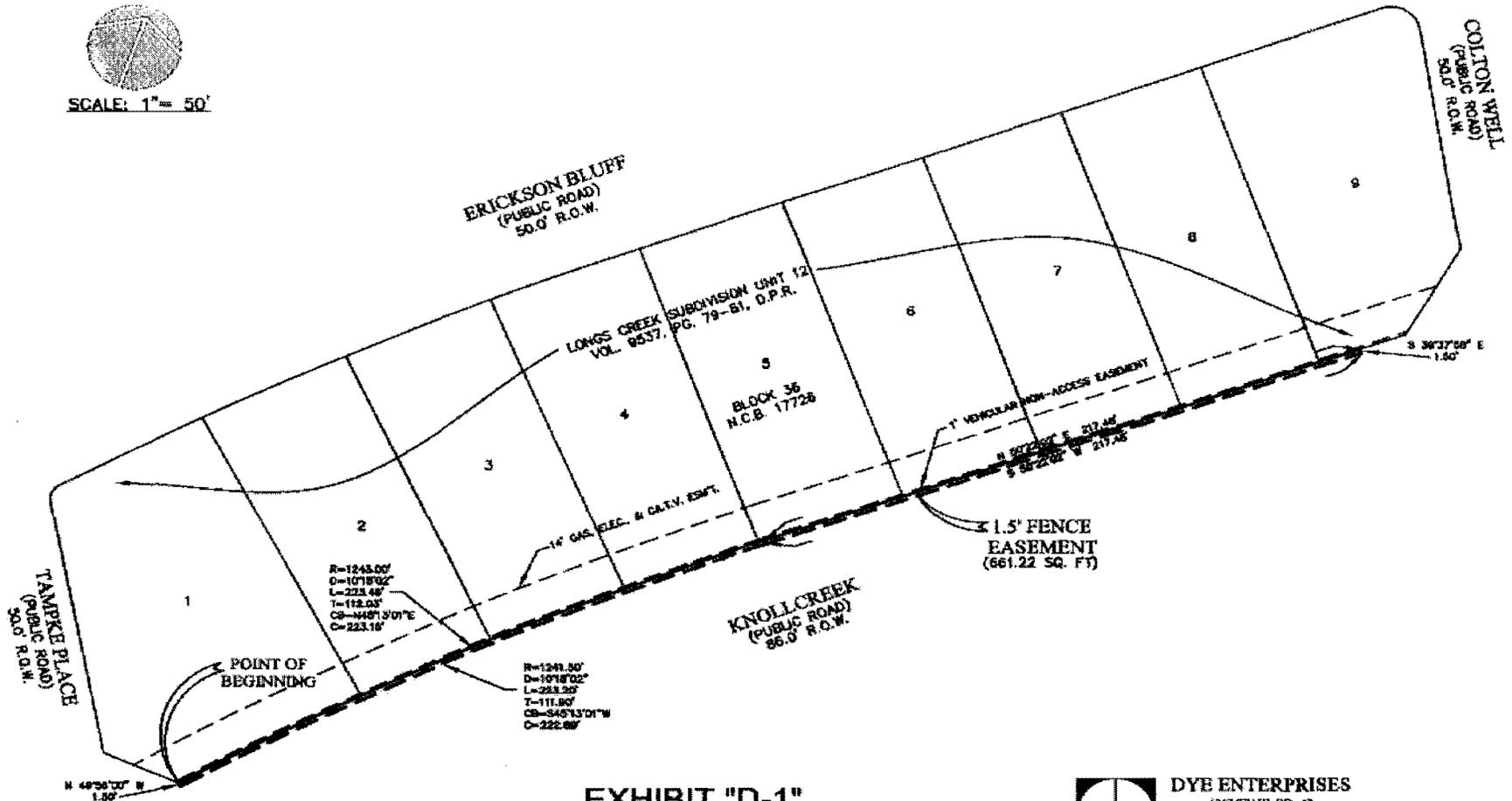
D. Scott Dye, R.P.L.S. #53315
Job No. 06-0148.01D

Z:\2006\060148.01 Longs Ridge Assoc Fence Emt\Legal Description\060148-01 Exhibit D 661.22 sq ft.doc

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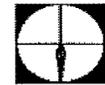


SCALE: 1" = 50'



DRAWN BY: JRC
 JOB NO: 060148-01D
 DATE: 08-04-08

EXHIBIT "D-1"
LONGS RIDGE ASSOCIATION
FENCE EASEMENT



DYE ENTERPRISES
 6047 STAHL RD., 43
 SAN ANTONIO, TEXAS 78217
 TEL: (214) 599-4125
 FAX: (214) 599-4191

SHEET 1 of 1

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D. Scott Dye, PE, R.P.L.S

September 04, 2008

Re: 1.50' Fence Easement
O'Connor Road
San Antonio, Bexar County, Texas

EXHIBIT - E LEGAL DESCRIPTION

BEING: a 876.98 Square Feet tract of land being out of a public right-of-way known as Knoll Creek (86 feet wide) in the City of San Antonio, Bexar County, Texas, adjacent to Block 37, New City Block 17726, Longs Creek Subdivision, Unit 12 recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar county, Texas, said 326.22 Square Feet tract being more particularly described by metes and bounds as follows:

BEGINNING: at a point on the southeast right-of-way line of Knoll Creek (86 feet wide) for the most easterly corner of the herein described tract, said point being the most northerly corner of Lot 1 of said subdivision

THENCE: with said curve to the left along said right-of-way line of Knoll Creek, an arc length of 223.16 feet to a point for the point of tangency of said right-of-way line and the southeast line of Lot 5 of said Subdivision;

THENCE: S.50°22'02"W., with said right-of-way line, a distance of 372.07 feet to a point for the point of tangency of a curve to the left having a radius of 1,157.00 feet a central angle of 10°31'11", a tangent of 106.52 feet and a chord bearing and distance of S.45°06'26"W., 212.13 feet, said point also being on the northwest line of Lot 5 of said subdivision;

THENCE: with said curve to the left continuing along said right-of-way line, an arc length of 212.43 feet to a point for the most southerly corner of the herein described tract, said point also being on the northwest line of Lot 1 of said subdivision;

THENCE: N.51°15'58"W., into said right-of-way of Knoll Creek, a distance of 1.50 feet to a point for the most easterly corner of the herein described tract, said point also being the point of curvature of a non-tangent curve to the right having a radius of 1,158.50 feet, a central angle of 10°31'17", a tangent of 106.67 feet and a chord bearing and distance of N.45°06'24"E., 212.44 feet;

THENCE: with said curve to the right and parallel to said right-of-way line, an arc length of 212.74 feet to a point of tangency;

THENCE: N.50°22'02"E., a distance of 372.07 feet to a point for the most northerly corner of the herein described tract;

THENCE: S.39°37'58"E., a distance of 1.50 feet to the **POINT OF BEGINNING** and containing 876.98 square feet of land, more or less.

Note: The herein referenced plat recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas is the basis of bearing for this legal description

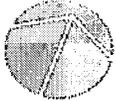


A handwritten signature in black ink, appearing to read "D. Scott Dye".

D. Scott Dye, R.P.L.S. #5315
Job No. 06-0148.01E

Z:\2006\460148.DI Longs Ridge Area Fence Easmt\Legal Description\060148-01 Exhibit E 876.98 sq ft.doc

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SCALE: 1" = 60'

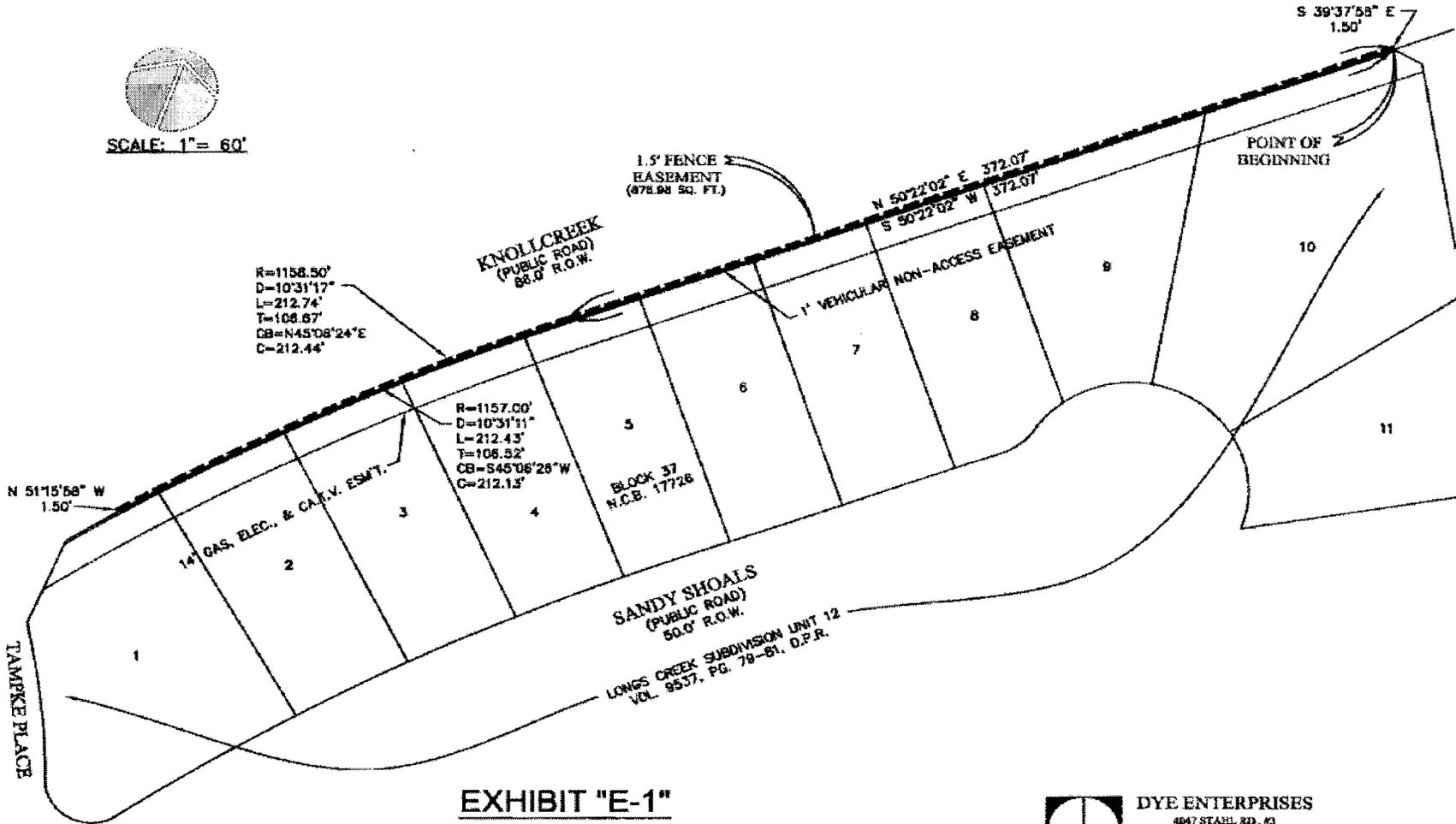


EXHIBIT "E-1"
LONGS RIDGE ASSOCIATION
FENCE EASEMENT

DRAWN BY: JRC
 JOB NO: 060148-DYE
 DATE: 08-19-08

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SHEET 1 of 1

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D. Scott Dye, PE, R.P.L.S.

September 04, 2008

Re: 1.50' Fence Easement
Knoll Creek
San Antonio, Bexar County, Texas

EXHIBIT - F LEGAL DESCRIPTION

BEING: a 150.75 Square Feet tract of land being out of a public right-of-way known as O'Connor Road (86 feet wide), in the City of San Antonio, Bexar County, Texas and lying adjacent to Lot 64, Block 35, New City Block 17726, Longs Creek Subdivision, Unit 12 recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas, said county 150.75 Square Feet being more particularly described by metes and bounds as follows:

BEGINNING: at a point on the northwest right-of-way line of Knoll Creek (86 feet wide) for the most northerly corner of the herein described tract and also being the east corner of said Lot 64;

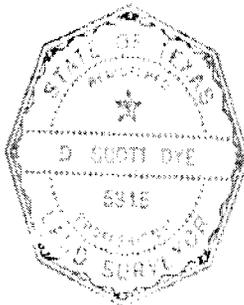
THENCE: S.39°37'58"E., into said right-of-way, a distance of 1.50 feet to a point for the most easterly corner of the herein described tract;

THENCE: S.50°22'02"W., parallel to said right-of-way line, a distance of 100.50 feet to a point for the most southerly corner of the herein described tract;

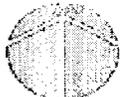
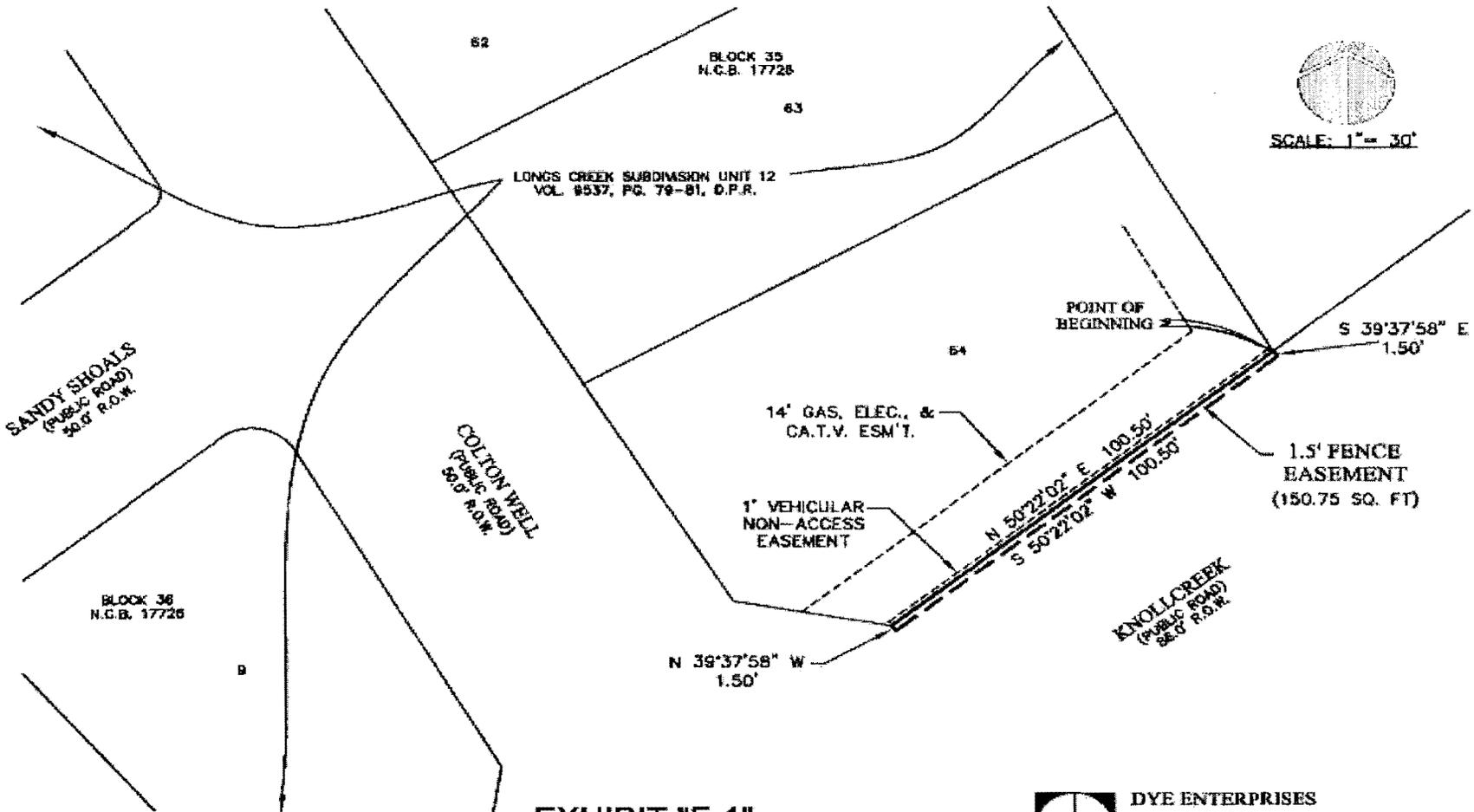
THENCE: N.39°37'58"W., a distance of 1.50 feet to a point for the most westerly corner of the herein described tract, said point also being an angle point of said Lot 64 and the point of intersection of said right-of-way line of Knoll Creek and the cut-back line into the northeast right-of-way line of Colton Well (50 feet wide);

THENCE: N.50°22'07"E., with the northwest right-of-way line of said Knoll Creek and the southeast line of said Lot 64, a distance of 1.50 feet the **POINT OF BEGINNING** and containing 150.75 square feet of land, more or less.

Note: The herein referenced plat recorded in Volume 9537, Pages 79 through 81, of the Deed and Plat Records of Bexar County, Texas is the basis of bearing for this legal description.



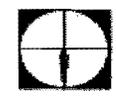
D. Scott Dye, R.P.L.S. #5315
Job No. 06-0148.01F



SCALE: 1" = 30'

DRAWN BY: JRC
 JOB NO: 000148-01F
 DATE: 08-04-08

EXHIBIT "F-1"
LONGS RIDGE ASSOCIATION
FENCE EASEMENT



DYE ENTERPRISES
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SHEET 1 of 1

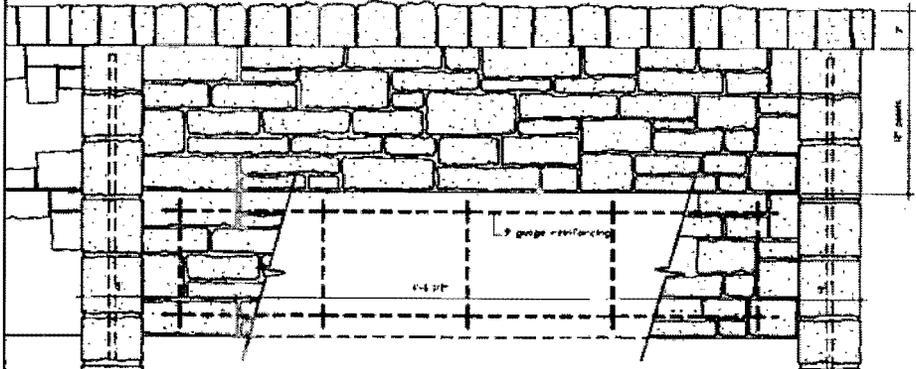
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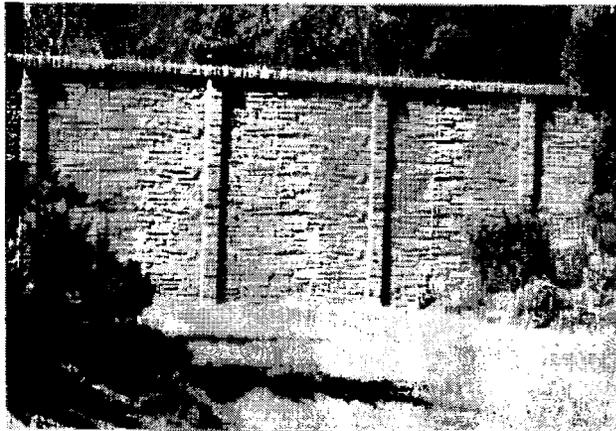
Exhibit B



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 manufacturers of precast concrete fencing and masonry wall systems
 15309 Ingleton drive san antonio, texas 78249 210-492-7911 800-229-7811 www.fencecrete.com

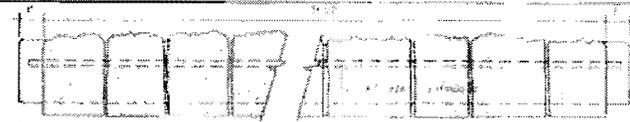


Partial Fence Elevation
 scale 1-1/2" = 1'-0"



Rock Look Concrete Fence

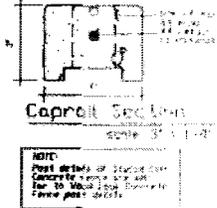
Footings: 18" diameter, 24" deep
 3000 psi concrete, rebar
 according to local soil conditions



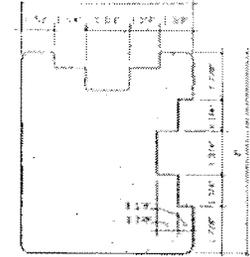
Caprail Elevation



Typical Panel Section
 scale 3" = 1'-0"

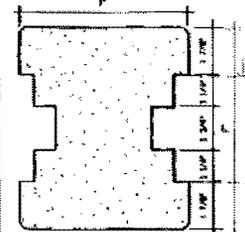


Caprail Section
 scale 3" = 1'-0"



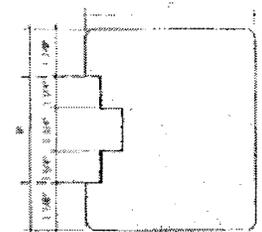
Corner Post Cap

scale 3" = 1'-0"



Running Post Cap

scale 3" = 1'-0"



Stop Post Cap

scale 3" = 1'-0"

- notes:**
- The column height can be from 0 to a maximum of 45 ft. with 4-#4 rebar at grade.
 - All concrete shall be 3000 psi.
 - All reinforcement shall be A314 60 grade #4. Special rebar (series 1) is available upon special order.
 - Footings - 3 feet deep. Minimum diameter per column. 18" diameter. Height and diameter can vary with local soil conditions.
 - Rebar # and spacing shall have negative feature.
 - Color: This fence system is available in a variety of colors. In concrete coloring.
 - All steel reinforcement is pregalvanized with steel spacers 40 lbs to allow for migration concrete shrinkage.
 - A special alkali resistant is used to bond the concrete to the post caps in areas. This product requires special handling.

We reserve the right to alter the design or specifications without notifying any customer, all rights reserved.
 Fencecrete America, Limited

Steve G. Parys P.E.
Consulting Engineers
 5805 Callaghan Rd. Suite 310
 San Antonio, Texas 78228
 (210)680-4126 Fax: 680-8717

FENCECRETE AMERICA, INC.

Job No: 4363
 Date: 8-01-01
 By: FC
 Revised:

SHEET
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 of
1

TABLE 1

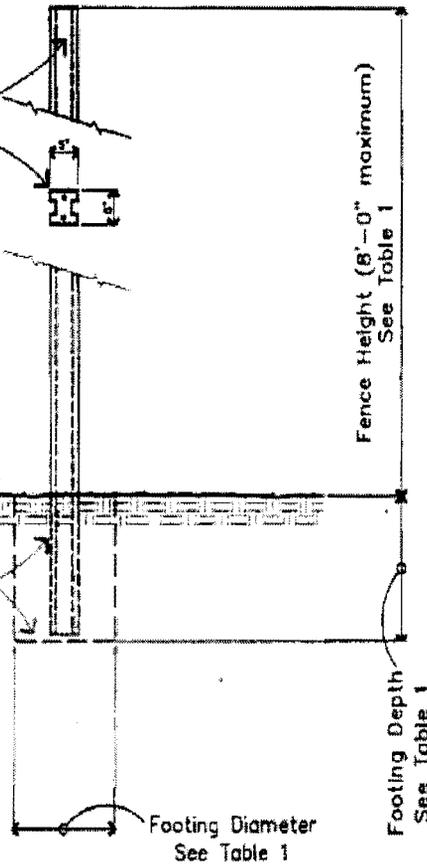
Fence Post Embedment Depths and Footing Diameters for Lateral Load of 15.5 psf and Fence Posts Spaced at 5'-0" o.c. (SEE TYPICAL FENCE POST DETAIL)

FENCE HEIGHT (ft)	FIRM TO STIFF CLAY 0.5 KSF < C ≤ 1.0 KSF		VERY STIFF TO HARD CLAY C > 1.0 KSF		LOOSE SAND 28" ≤ ϕ ≤ 32"		DENSE SAND ϕ > 32"	
	FOOTING DEPTH (ft)	FOOTING DIAMETER (in)	FOOTING DEPTH (ft)	FOOTING DIAMETER (in)	FOOTING DEPTH (ft)	FOOTING DIAMETER (in)	FOOTING DEPTH (ft)	FOOTING DIAMETER (in)
4	2.0	12	2.0	12	3.0	12	2.5	12
5	2.0	12	2.0	12	3.5	18	3.5	12
6	2.5	12	2.0	12	4.0	18	3.5	18
7	3.0	18	3.0	12	4.5	18	4.0	18
8	3.5	18	3.0	18	4.5	18	4.0	18

Typical Running Post. For 6'-0" fence height provide 2- #4 vertical rebar. For 7'-0" and 8'-0" fence height provide 4- #4 vertical rebar (Grade 60) and 5,000 p.s.i. concrete at 28 days test. Posts spaced at 5'-0" o.c.

Finish Grade. Provide positive slope.

Footing to be 3,000 p.s.i. concrete at 28 days test. Clean footing of all loose soil and debris.



TYPICAL FENCE POST DETAIL

SCALE: 1/2"=1'-0"

Steve G. Persyn P.E.,
Consulting Engineers

5805 Colloghan Rd. Suite 310
San Antonio, Texas 78228
(210)680-4126 Fax: 680-8717

FENCECRETE AMERICA, INC.

Job No: 4363
Date: 8-01-01
By: FC
Revised: 9-6-01

SHEET
1
of
1

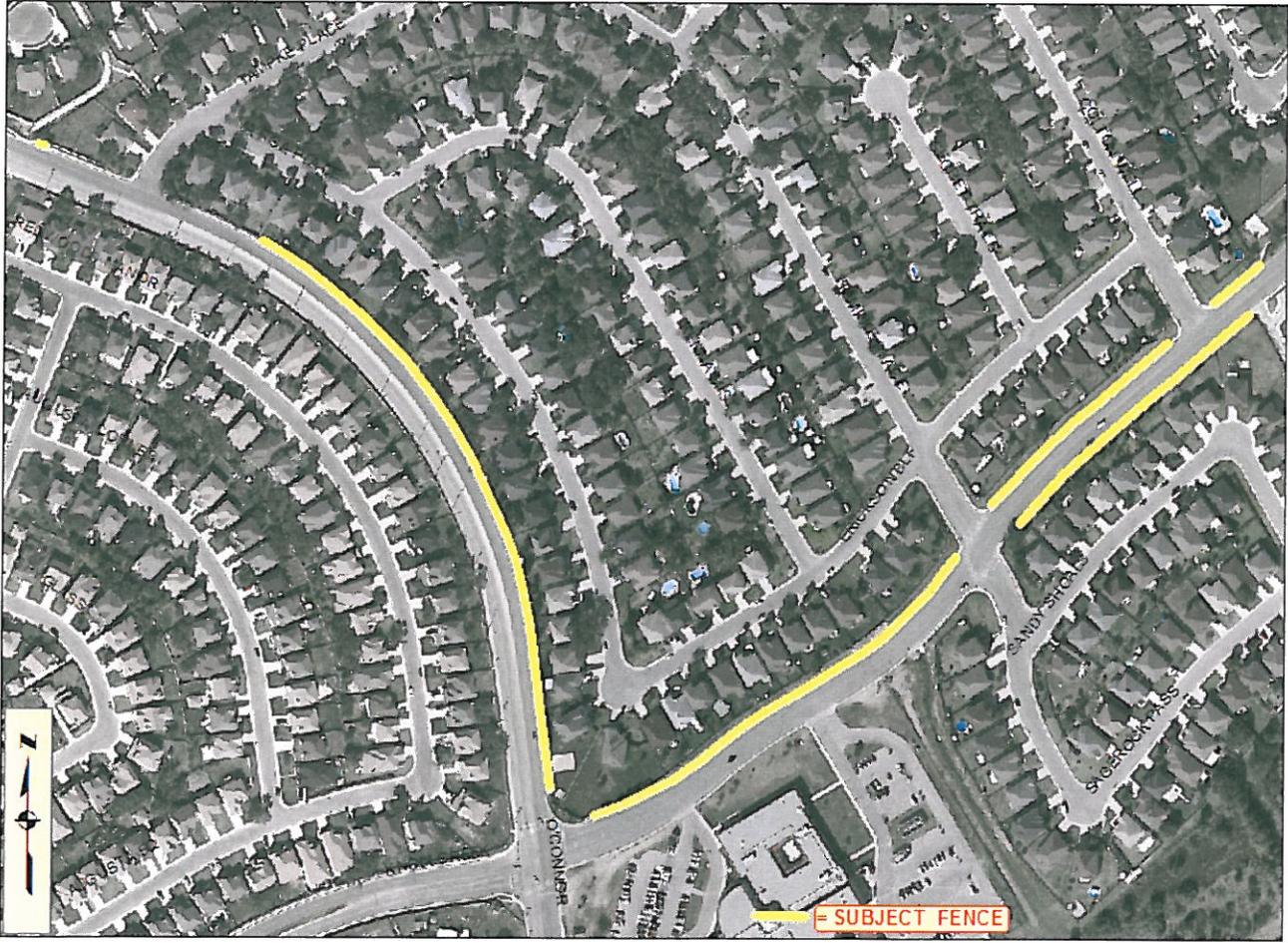
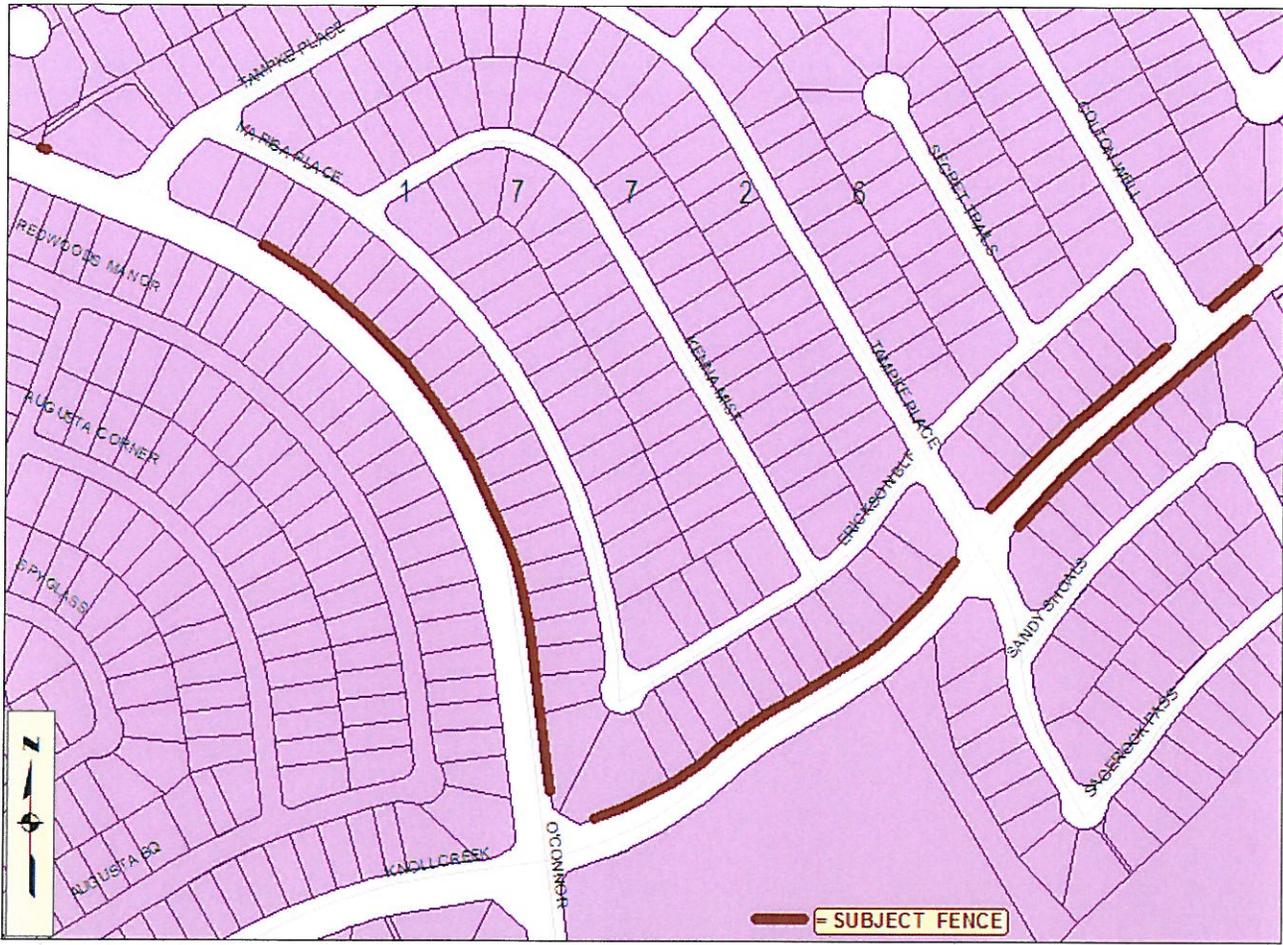
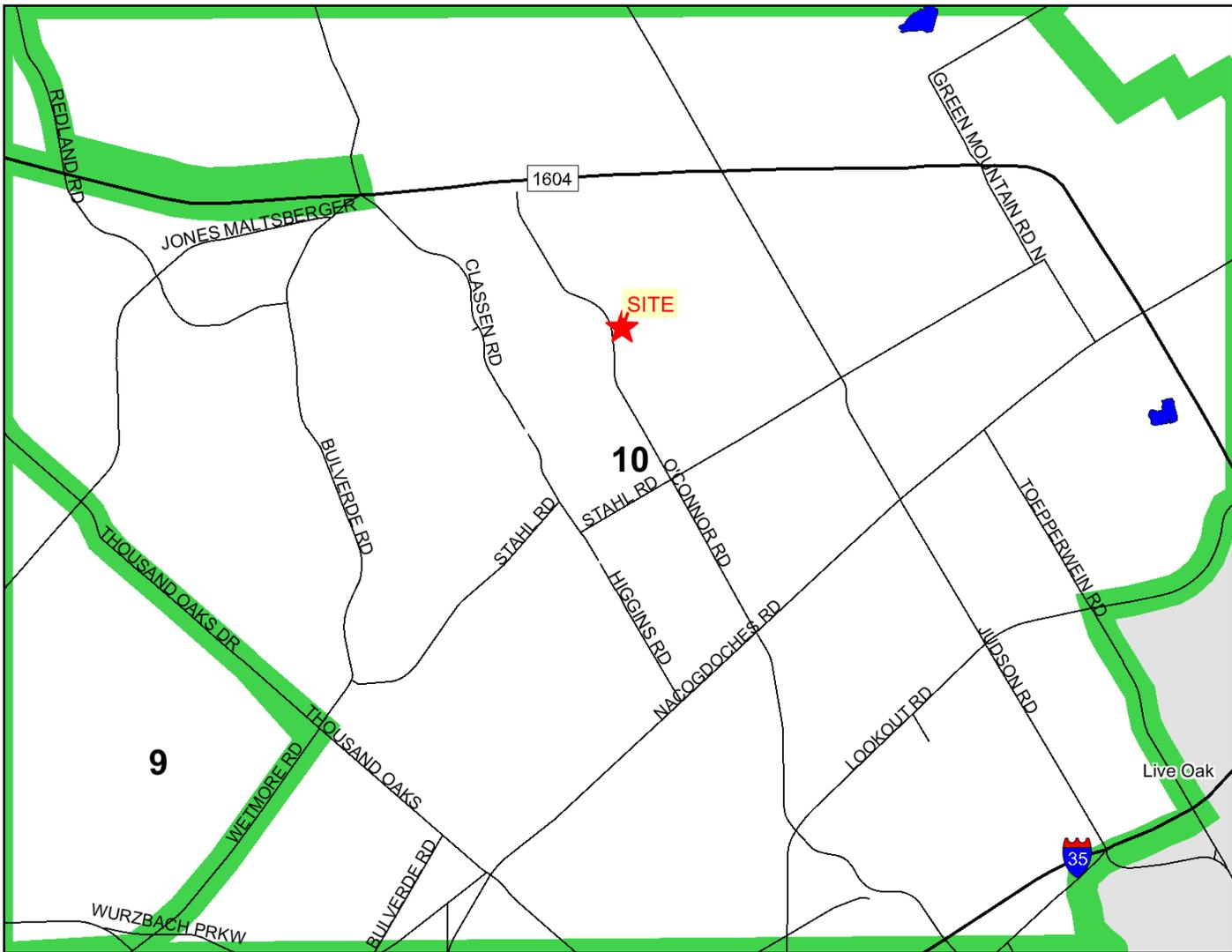
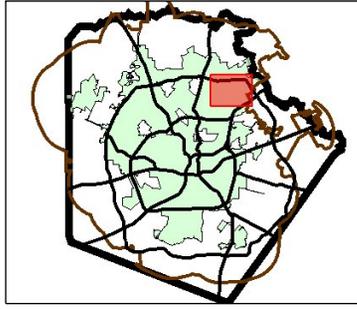


Exhibit "A"

SP 1362 - Longs Ridge Assoc.



- ### Legend
- Major Highways
 - Minor Highways
 - Lakes
 - San Antonio City Council Districts
 - Military Bases
 - San Antonio City Limits
 - Incorporated Towns
 - Bexar County



Map center: 2160357, 13758817



Scale: 1:54,372

This map is a user generated static output from an Internet mapping site and is for general reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable. THIS MAP IS NOT TO BE USED FOR NAVIGATION.