

AN ORDINANCE 2008-06-12-0526

**AUTHORIZING THE ACQUISITION OF FEE SIMPLE TITLE OF THREE (3) PARCELS OF REAL PROPERTY LOCATED IN COUNCIL DISTRICTS 8 AND 9 AND DECLARING THE ACQUISITION OF APPROXIMATELY 0.020 ACRE TRACT OUT OF LOT 1, BLOCK 1, NCB 17252 AND 0.032 ACRES OUT OF LOT 1, BLOCK 11, NCB 18217 FOR THE PURPOSE OF THE FY 2007-2008 ANNUAL TRAFFIC SIGNAL INSTALLATION PROGRAM (PROJECT), A COMPONENT OF THE FY 2008-2013 INFRASTRUCTURE MANAGEMENT PROGRAM (IMP), TO BE A PUBLIC PROJECT; DECLARING A PUBLIC NECESSITY FOR THE ACQUISITION BY NEGOTIATION AND/OR CONDEMNATION OF PRIVATELY OWNED REAL PROPERTY, ALL PROPERTIES BEING IN THE CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS; AND AUTHORIZING THE CITY ATTORNEY TO FILE EMINENT DOMAIN PROCEEDINGS, IF NECESSARY**

\* \* \* \* \*

**WHEREAS**, three (3) parcels of permanent easement interests are required for the FY 2007-2008 Annual Traffic Signal Installation Program (Project) located in Council District 8 and 9; and

**WHEREAS**, city staff is working toward acquiring these properties through negotiation, however, one parcel may be unobtainable through the standard acquisition process due to stalled negotiations regarding the perceived value of the property; and

**WHEREAS**, the City of San Antonio has determined that these acquisitions are necessary for the FY 2007-2008 Annual Traffic Signal Installation Program (Project) and this Ordinance allows the City of San Antonio to declare a public necessity for the condemnation, if necessary, of one or all three properties for a public purpose; and

**WHEREAS**, this Ordinance authorizes the expenditure of \$10,000.00 for the acquisition of permanent easement interest in three (3) parcels of privately owned real property and other expenses associated with acquiring these properties located in Districts 8 and 9 in connection with the FY 2007-2008 Annual Traffic Signal Installation Program (Project); and

**WHEREAS**, funds in the amount of \$10,000.00 have been previously appropriated and are available from the FY 2008 Annual Budget, **NOW THEREFORE**;

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

**SECTION 1.** A public necessity is hereby declared for the City of San Antonio to acquire all permanent easement interests described in Section 2 herein for the FY 2007-2008 Annual Traffic Signal Installation Program (Project). The City Council further finds that the public purpose to be served and addressed by this ordinance is paramount to any private or public uses that may be encountered.

**SECTION 2.** The City Manager, through the City Attorney, is hereby authorized and directed to institute and prosecute to conclusion all necessary proceedings to condemn the required properties that the City of San Antonio is unable to acquire through negotiation by reason of its inability to agree with the owners thereof as to the value of such property, or for any other reason, and to take any other legal action deemed necessary by the City Attorney to accomplish these purposes. Said properties are described as follows:

| Council District | Address                                      | Parcel No. | Legal Description  |
|------------------|--|------------|--|
| 8                | Intersection of Oakdell Way and Eckhert Road | 18238E     | 0.016 (689 sq ft) acre tract out of Lot 1, Block 1, NCB 17252    |
| 8                | Intersection of Oakdell Way and Eckhert Road | 18239E     | 0.004 (180 sq ft) acre tract out of Lot 1, Block 1, NCB 17252    |
| 9                | Intersection of Roan Bluff and Evans Road    | 18240E     | 0.032 (1,410 sq ft) acre tract out of Lot 1, Block 11, NCB 18217 |

**SECTION 3.** Payment in the amount up to \$10,000.00 is authorized for payment for negotiation or condemnation from projects 23-01111, 2007-2008 Signal Installation and should be encumbered with a purchase order and made payable to LandAmerica Lawyers Title of San Antonio.

**SECTION 4.** 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 allocation 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 5.** This Ordinance shall be effective on the tenth day after passage.

**PASSED AND APPROVED** this the 12th day of **June, 2008**.



M A Y O R

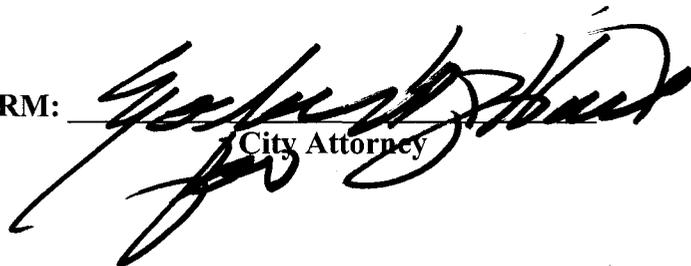
**PHIL HARDBERGER**

ATTEST:



CITY CLERK

APPROVED AS TO FORM:



City Attorney



Request for  
**COUNCIL  
ACTION**



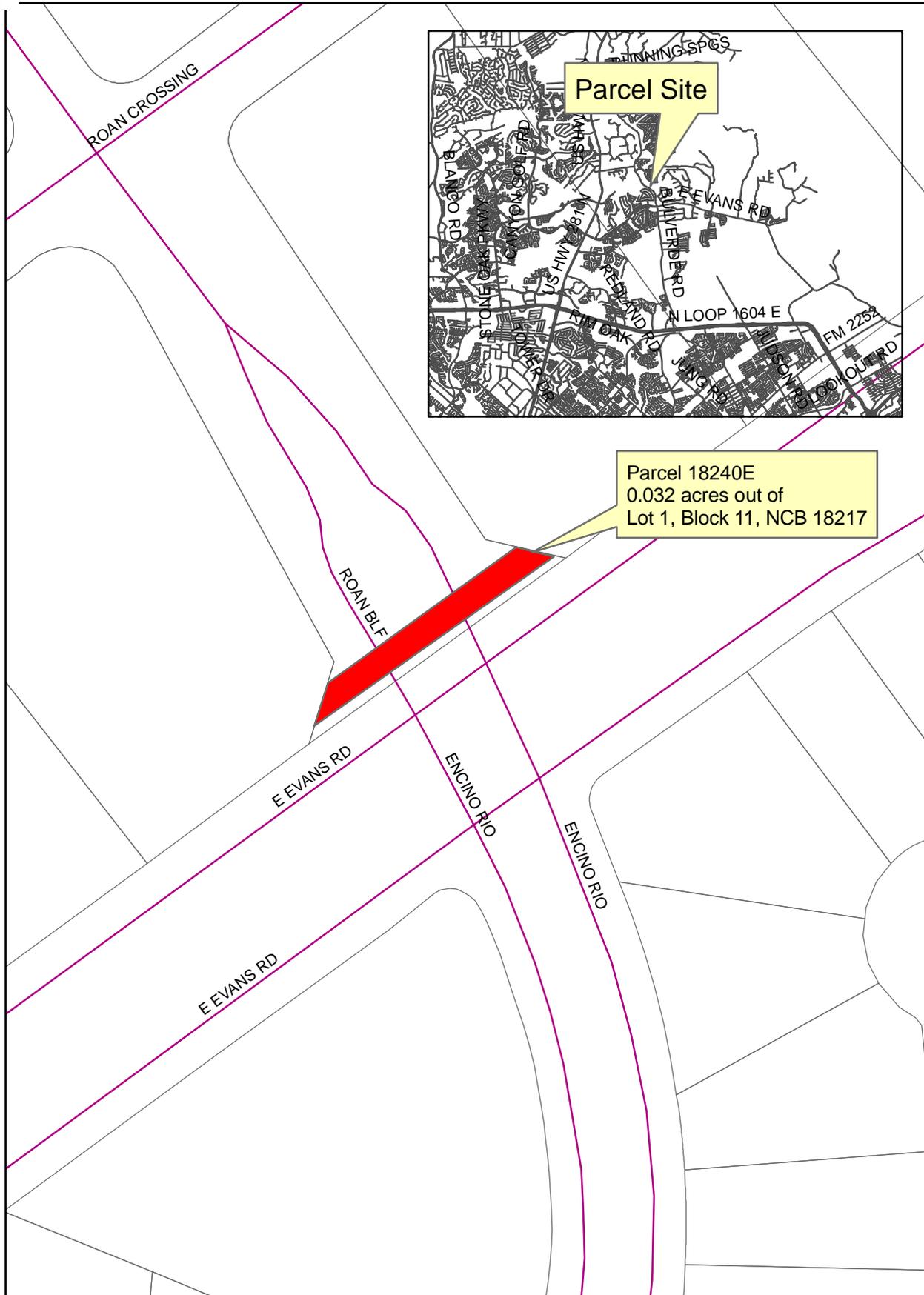
## Agenda Voting Results - 20

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|---------------------|---|
| <b>Name:</b>        | 8, 9, 12, 14, 15, 18, 20, 22, 23, 24, 26, 27, 28A, 28B, 29A, 29B, 30, 31, 32, 33, 37, 38, 39A, 39B, 39C   |
| <b>Date:</b>        | 06/12/2008  |
| <b>Time:</b>        | 10:17:35 AM   |
| <b>Vote Type:</b>   | Motion to Approve   |
| <b>Description:</b> | An Ordinance authorizing the acquisition of fee simple title of three (3) parcels of real property located in Council Districts 8 and 9 and declaring the acquisition of approximately 0.020 acre tract out of Lot 1, Block 1, NCB 17252 and 0.032 acres out of Lot 1, Block 11, NCB 18217 for the purpose of the FY 2007-2008 Annual Traffic Signal Installation Program (Project), a component of the FY 2008-2013 Infrastructure Management Program (IMP), to be a public project; declaring a public necessity for the acquisition by negotiation and/or condemnation of privately owned real property, all properties being in the City of San Antonio, Bexar County, Texas; and authorizing the City Attorney to file eminent domain proceedings, if necessary. [Penny Post oak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services] |
| <b>Result:</b>      | Passed  |

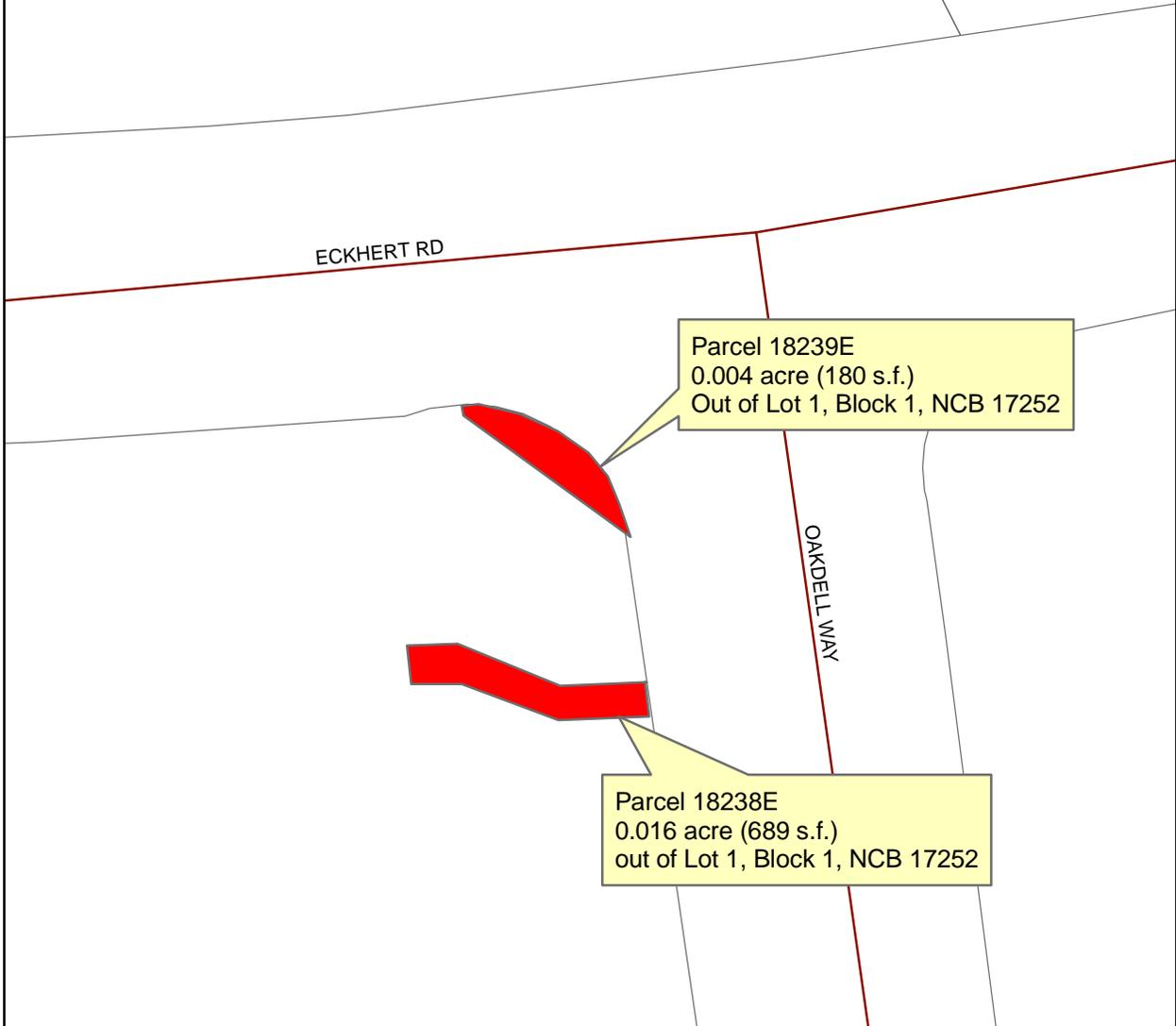
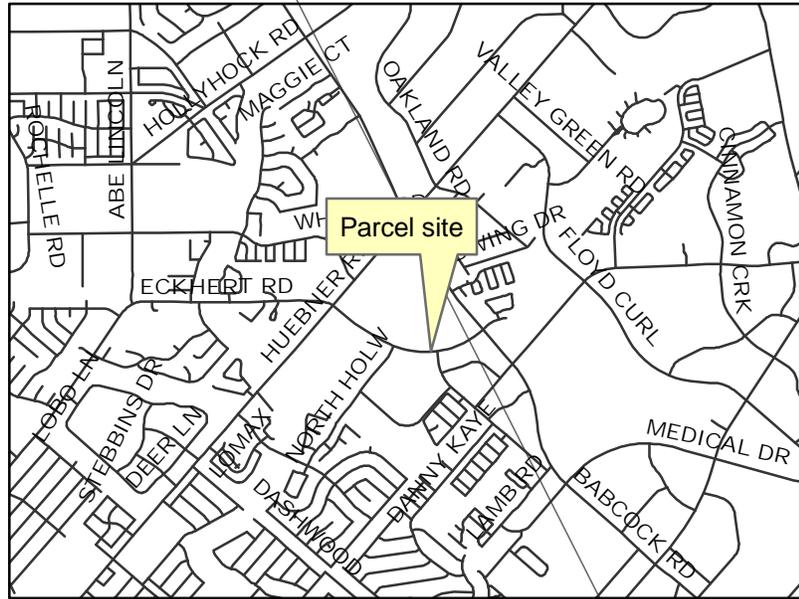
| Voter                  | Group       | Not Present | Yea | Nay | Abstain | Motion | Second |
|------------------------|-------------|-------------|-----|-----|---------|--------|--------|
| Phil Hardberger        | Mayor       |             | x   |     |         |        |        |
| Mary Alice P. Cisneros | District 1  |             | x   |     |         |        |        |
| Sheila D. McNeil       | District 2  |             | x   |     |         |        |        |
| Jennifer V. Ramos      | District 3  |             | x   |     |         |        | x      |
| Philip A. Cortez       | District 4  |             | x   |     |         |        |        |
| Lourdes Galvan         | District 5  |             | x   |     |         |        |        |
| Delicia Herrera        | District 6  |             | x   |     |         | x      |        |
| Justin Rodriguez       | District 7  |             | x   |     |         |        |        |
| Diane G. Cibrian       | District 8  |             | x   |     |         |        |        |
| Louis E. Rowe          | District 9  |             | x   |     |         |        |        |
| John G. Clamp          | District 10 |             | x   |     |         |        |        |

# 2008 ANNUAL SIGNAL PROGRAM



NOT TO SCALE

# 2008 ANNUAL SIGNAL PROGRAM



NOT TO SCALE

**CITY OF SAN ANTONIO**

**Request for Ordinance / Resolution Fiscal Impact**

**SAP FINANCIAL IMPACT**

**Project Name:** Annual Traffic Signal Program - Acquisitions  
**Project Fund #:**  
**Council Date:**  
**Council Item #:**

**REVENUE TRANSFERS OUT**

| FUND NO. OR INTERNAL ORDER NO. | FUND NAME OR INTERNAL ORDER NAME | G/L | G/L NAME      | CURRENT PLAN VERSION 0 (Optional) | PLAN VERSION 0 REVISION/ Appropriation | REVISED PLAN VERSION 0 (Optional) |
|--------------------------------|----------------------------------|-----|---------------|-----------------------------------|--|-----------------------------------|
|                                |                                  |     |               | \$0.00                            | \$0.00                                 | \$0.00                            |
|                                |                                  |     |               | \$0.00                            |  | \$0.00                            |
|                                |                                  |     |               | \$0.00                            |  | \$0.00                            |
|                                |                                  |     |               | \$0.00                            |  | \$0.00                            |
|                                |                                  |     |               | \$0.00                            |  | \$0.00                            |
|                                |                                  |     |               | \$0.00                            |  | \$0.00                            |
|                                |                                  |     | <b>TOTALS</b> | \$0.00                            | \$0.00                                 | \$0.00                            |

**REVENUE TRANSFERS IN (Optional)**

| WBS NO. | WBS NAME | G/L | G/L NAME      | CURRENT PLAN VERSION 0 (Optional) | PLAN VERSION 0 REVISION (Optional) | REVISED PLAN VERSION 0 (Optional) |
|---------|----------|-----|---------------|-----------------------------------|------------------------------------|-----------------------------------|
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     |               | \$0.00                            | \$0.00                             | \$0.00                            |
|         |          |     | <b>TOTALS</b> | \$0.00                            | \$0.00                             | \$0.00                            |

**EXPENDITURES**

| WBS NO.           | WBS NAME     | G/L     | G/L NAME          | CURRENT PLAN VERSION 0 (Optional) | PLAN VERSION 0 REVISION/ Appropriation | REVISED PLAN VERSION 0 (Optional) |
|-------------------|--------------|---------|-------------------|-----------------------------------|--|-----------------------------------|
| 23-01111-05-02-01 | Construction | 5209010 | Land Acquisitions | \$0.00                            | \$10,000.00                            | \$10,000.00                       |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         |                   | \$0.00                            | \$0.00                                 | \$0.00                            |
|                   |              |         | <b>TOTALS</b>     | \$0.00                            | \$10,000.00                            | \$10,000.00                       |

**Comments:**  
 Funds previously appropriated through Ordinance 2008-01-10-0004.

Prepared by: Anna Resendez | Dept: Public Works | Ext: 8027

Date prepared: 05/27/08 | Submitted Date:

Date received by Finance: | Finance updated by:

Date submitted back to Dept:

**SALES AGREEMENT WITH RIGHT OF ENTRY**

\* \* \* \* \*

STATE OF TEXAS            }  
                                  }  
COUNTY OF BEXAR        }

**KNOW ALL MEN BY THESE PRESENTS:**

THAT, GRANOAK OAKDELL, LTD., A TEXAS LIMITED PARTNERSHIP acting by and through its PRESIDENT, hereinafter referred to as "OWNER" (whether one or more), for good and valuable consideration, the receipt of which is acknowledged, agree(s) to grant, sell and convey certain real property to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER"; a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for the consideration herein stated and subject to the terms herein stated, upon the following described real property, to-wit:

Parcel 18238E - a 0.015 of an acre, or 659 square feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.015 of an acre tract being more fully described in Exhibit "A", attached hereto and made a part thereof.

Parcel 18239E - a 0.004 of an acre, or 180 square feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.004 of an acre tract being more fully described in Exhibit "B", attached hereto and made a part thereof.

TOTAL PURCHASE PRICE: <sup>3,000.00</sup> ~~\$2,300.00~~ paid by the "PURCHASER" for the Premises to be conveyed by this contract.

**SPECIAL CONDITIONS:**

**CONSENT AND SUBORDINATION:** OWNER hereby agrees to furnish PURCHASER a Consent and Subordination of Lien Agreement, if requested, applicable to the Premises, on or before closing. The form of the Consent and Subordination of Lien Agreement shall be a form as approved by PURCHASER. OWNER further agrees to assist PURCHASER in obtaining such other Consent and Subordination of Lien Agreements as may be reasonably requested by PURCHASER from other parties who have interests in the Premises.

**ACCORD AND SATISFACTION:** The Purchase Price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining property (both real and personal) of the OWNER, if any.

**PREPARATION AND EFFECTIVENESS OF DOCUMENTS:** The PURCHASER, without expense to the OWNER, shall prepare the conveyance documents and shall bear the expense of all closing costs. LandAmerica Lawyers Title Company shall act as escrow agent and the OWNER, upon demand by the PURCHASER, agrees to deliver all documents necessary, duly executed to the escrow agent at its San Antonio office, and agree that the rights conveyed therein become effective at closing. The Purchase Price is payable at the time of the closing. All documents shall be in form reasonably approved by PURCHASER.

**BINDING EFFECT:** This contract shall not be binding upon PURCHASER until it is executed by the PURCHASER, acting by and through its City Manager or other designated official, and approval is granted by the City Council. This contract contains the entire consideration for the rights conveyed herein, it being agreed and understood that there is no other agreement regarding the Premises between OWNER and the PURCHASER, or any officer, agent, contractor or employee of the PURCHASER.

**DEFECTS IN TITLE:** If examination of title or any other source discloses any defects in the title, in the opinion of the PURCHASER, that cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the PURCHASER, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The OWNER agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the Purchase Price above stated, which price the OWNER hereby, declares to be the fair market value of its interest in the Premises.

**NATURE OF INTEREST CONVEYED:** Unless stated otherwise specifically below in this provision, the interest to be conveyed pursuant to this contract is/are permanent and irrevocable: PERMANENT TRAFFIC EASEMENT

**RIGHT OF ENTRY**

It is agreed and understood that OWNER and OWNER'S legal representatives, successors and/or assigns, hereby consent and agree to allow PURCHASER, its agents, employees, and/or its contractors to enter upon and take possession of the Premises immediately upon execution of this contract to permit commencement of construction and any and all activities related thereto. PURCHASER shall pay OWNER the sum of ONE HUNDRED DOLLARS (\$100.00) as full and final consideration for the immediate right of entry and right to commence construction and OWNER acknowledges the sufficiency of such sum as full and final consideration for the right of entry on to the Premises and right of commencement as described herein. The consideration stated herein is independent consideration not included in the Purchase Price and is payment only for the Right of Entry.

EXECUTED this the 10<sup>th</sup> day of APRIL, A.D., 2008.

WITNESS(ES):

Mary Esther Gaitan

OWNER(S):

GRANOAK OAKDELL, LTD.

By: [Signature]

ACCEPTED:

OWNER'S ADDRESS:  
8050 Oakdell Way Ste. 2604  
San Antonio, TX 78240-3931

CITY OF SAN ANTONIO

PARCEL ADDRESS:  
Intersection of Oakdell Way and Eckhert Road  
San Antonio, TX

BY: \_\_\_\_\_  
STEVEN F. HODGES  
REAL ESTATE MANAGER

STATE OF TEXAS }  
                                  }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by

\_\_\_\_\_  
Notary Public Signature

AFTER RECORDING PLEASE RETURN TO:  
Real Estate Section/4<sup>th</sup> Floor  
City of San Antonio  
P. O. Box 839966  
San Antonio, TX 78283-3966

LAND DEVELOPMENT ENVIRONMENTAL TRANSPORTATION WATER RESOURCES SURVEYING

**UTILITY/TRAFFIC SIGNAL EASEMENT**

**PARCEL NO. 18238E**

**METES AND BOUNDS DESCRIPTION**

**(0.016 OF AN ACRE)**

Being a 0.016 of an acre, or 689 square feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.016 of an acre tract being more fully described as follows:

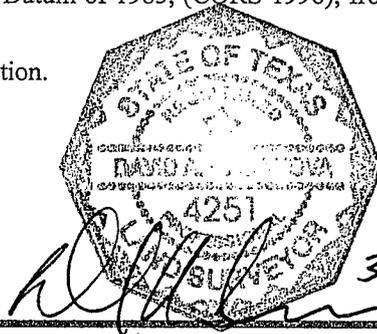
**BEGINNING:** At a point on the West right-of-way line of Oakdell Way, a 60-foot right-of-way, the East line of said Lot 1, Block 1, Northgate Subdivision Unit-1. Said point bears South 07 degrees 47 minutes 53 seconds East, a distance of 35.75 feet from a found 1/2 inch iron rod at the South end of a curve at the Southwest corner of the intersection of Eckhert Road and Oakdell Way;

- 1) **THENCE:** South 07 degrees 47 minutes 53 seconds East, along and with said West right-of-way line of Oakdell Way, the East line of Lot 1, a distance of 10.00 feet to a point;
- 2) **THENCE:** South 82 degrees 17 minutes 09 seconds West, departing said West right-of-way line of Oakdell Way, the East line of Lot 1, over and across Lot 1, a distance of 24.14 feet to a point;
- 3) **THENCE:** North 67 degrees 47 minutes 53 seconds West, over and across said Lot 1, a distance of 33.00 feet to a point;
- 4) **THENCE:** South 82 degrees 12 minutes 07 seconds East, over and across said Lot 1, a distance of 13.19 feet to a point;
- 5) **THENCE:** North 07 degrees 47 minutes 53 seconds West, over and across said Lot 1, a distance of 10.00 feet to a point;
- 6) **THENCE:** North 82 degrees 12 minutes 07 seconds East, over and across said Lot 1, a distance of 15.00 feet to a point;
- 7) **THENCE:** South 67 degrees 47 minutes 53 seconds East, over and across said Lot 1, a distance of 33.00 feet to a point;
- 8) **THENCE:** North 82 degrees 17 minutes 09 seconds East, over and across said Lot 1, a distance of 22.33 feet to the POINT OF BEGINNING and containing 0.016 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc.

NOTE: The bearings for this exhibit are based on the North American Datum of 1983, (CORS 1996), from Texas Coordinate System established for the South Central Zone.

An exhibit of even date herewith accompanies this legal description.

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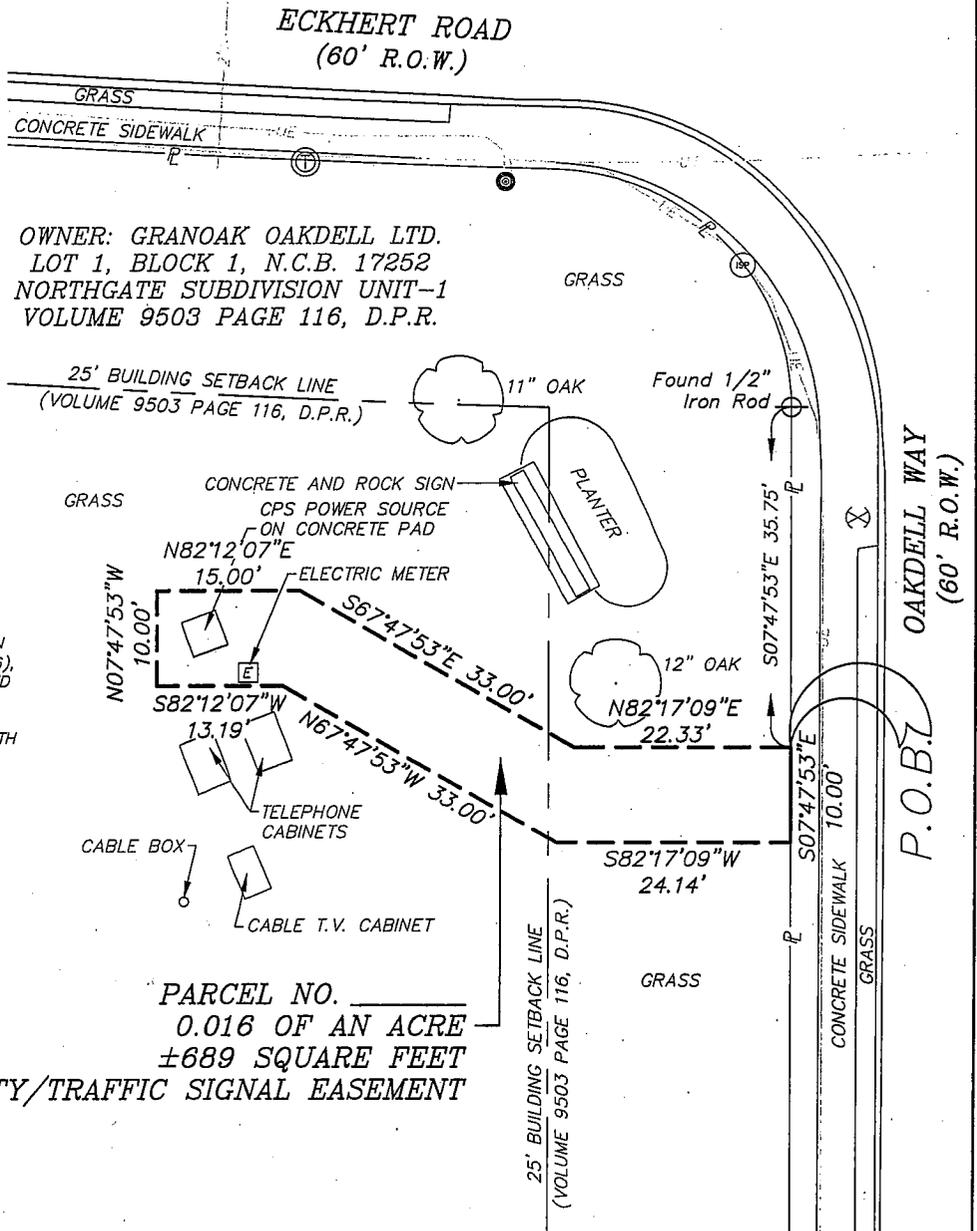




( IN FEET )  
1 INCH = 20 FT.

EXHIBIT "A"

| LEGEND |  |
|--------|--|
|        | TREE   |
|        | LIGHT POLE                                   |
|        | TELEPHONE MANHOLE                            |
|        | ELECTRIC METER                               |
|        | IRRIGATION CONTROL BOX                       |
|        | WATER VALVE                                  |
|        | PROPERTY LINE                                |
|        | BURIED GAS LINE WITH SIZE                    |
|        | BURIED TELEPHONE LINE                        |
|        | BURIED ELECTRIC LINE                         |
|        | BURIED WATER LINE WITH SIZE                  |
| P.O.B. | POINT OF BEGINNING                           |
| N.C.B. | NEW CITY BLOCK                               |
| D.P.R. | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS |



**NOTES:**

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (GORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HERewith INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.

PARCEL NO. \_\_\_\_\_  
0.016 OF AN ACRE  
±689 SQUARE FEET  
PROPOSED UTILITY/TRAFFIC SIGNAL EASEMENT



Dated: 3-25-08

*David A. Casanova*  
DAVID A. CASANOVA  
Registered Professional Land Surveyor No. 4251

AN EXHIBIT  
OF 0.016 OF AN ACRE  
±679 SQUARE FEET  
UTILITY/TRAFFIC SIGNAL EASEMENT

A 0.016 OF AN ACRE, OR 689 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT OF LOT 1, BLOCK 1 OF THE NORTHGATE SUBDIVISION UNIT-1 RECORDED IN VOLUME 9503, PAGE 116, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO GRANOAK OAKDELL, LTD. IN A SPECIAL WARRANTY DEED RECORDED IN VOLUME 10852 PAGES 1000-1005, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

EXHIBIT "B"

TRAFFIC SIGNAL EASEMENT

PARCEL NO. 18239E

METES AND BOUNDS DESCRIPTION

(0.004 OF AN ACRE)

Being a 0.004 of an acre, or 180 square feet more or less, tract of land out of Lot 1, Block 1, Northgate Subdivision Unit-1, recorded in Volume 9503, Page 116 of the Deed and Plat Records of Bexar County, Texas, described in conveyance to Granoak Oakdell, Ltd., a Texas Limited Partnership in a Special Warranty Deed recorded in Volume 10852, Pages 1000-1005. Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 17252 of the City of San Antonio, Bexar County, Texas. Said 0.004 of an acre tract being more fully described as follows:

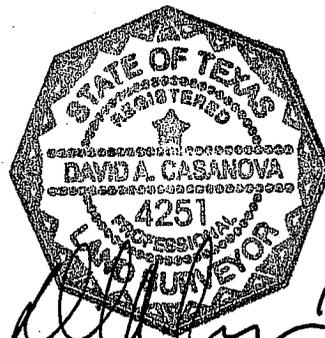
**BEGINNING:** At a found ½ inch iron rod at the South end of a curve at the Southwest corner of the intersection of Eckhert Road, a 60 foot right-of-way and Oakdell Way, a 60-foot right-of-way on the East line of said Lot 1, Block 1, Northgate Subdivision Unit-1;

- 1) **THENCE:** South 07 degrees 47 minutes 53 seconds East, along and with said West right-of-way line of Oakdell Way, the East line of Lot 1, a distance of 6.38 feet to a point;
- 2) **THENCE:** North 40 degrees 13 minutes 30 seconds West, departing said West right-of-way line of Oakdell Way, the East line of Lot 1, over and across Lot 1, a distance of 36.46 feet to a point on said curve to the right at the intersection of the South right-of-way line of Eckhert road with the West right-of-way line of Oakdell Way, also being the North line of Lot 1;
- 3) **THENCE:** a distance of 33.78 feet along the North line of Lot 1 and said curve to the right having a radius of 25.00 feet along a bearing of South 04 degrees 47 minutes 24 seconds West, a chord of 31.27 feet along a bearing of South 46 degrees 30 minutes 06 seconds East, and an interior angle of 77 degrees 24 minutes 59 seconds to the POINT OF BEGINNING and containing 0.004 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc.

NOTE: The bearings for this exhibit are based on the North American Datum of 1983, (CORS 1996), from Texas Coordinate System established for the South Central Zone.

An exhibit of even date herewith accompanies this legal description.

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**EXHIBIT "B" TRAFFIC SIGNAL EASEMENT**



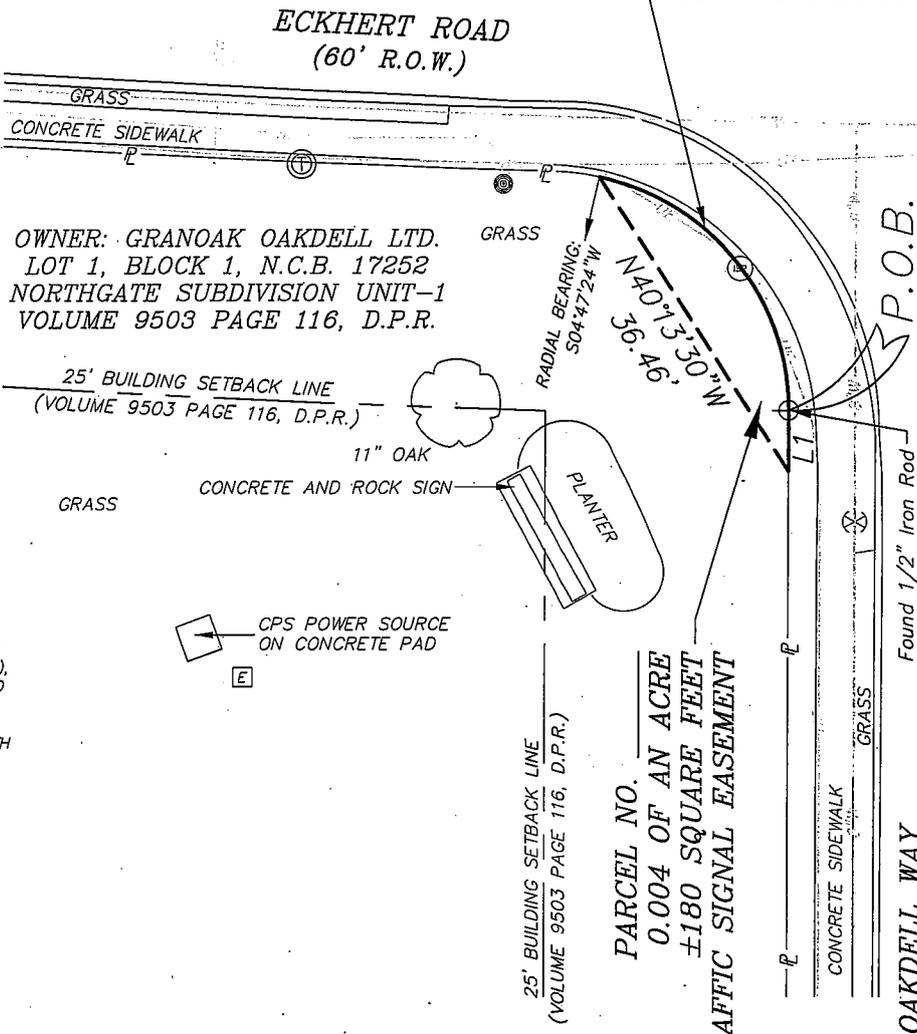
( IN FEET )  
1 INCH = 20 FT.



| LINE TABLE |             |        |
|------------|-------------|--------|
| NO.        | BEARING     | LENGTH |
| L1         | S07°47'53"E | 6.38'  |

R = 25.00  
 $\Delta$  = 77°24'59"  
 T = 20.03'  
 L = 33.78'  
 CH = 31.27'  
 CB = S46°30'06"E

| LEGEND |  |
|--------|--|
|        | TREE   |
|        | LIGHT POLE                                   |
|        | TELEPHONE MANHOLE                            |
|        | ELECTRIC METER                               |
|        | IRRIGATION CONTROL BOX                       |
|        | WATER VALVE                                  |
|        | PROPERTY LINE                                |
|        | BURIED GAS LINE WITH SIZE                    |
|        | BURIED TELEPHONE LINE                        |
|        | BURIED ELECTRIC LINE                         |
|        | BURIED WATER LINE WITH SIZE                  |
| P.O.B. | POINT OF BEGINNING                           |
| N.C.B. | NEW CITY BLOCK                               |
| D.P.R. | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS |



**NOTES:**

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



Dated: 1-11-08

DAVID A. CASANOVA  
 Registered Professional Land Surveyor No. 4251

**AN EXHIBIT  
 OF 0.004 OF AN ACRE  
 ±180 SQUARE FEET  
 TRAFFIC SIGNAL EASEMENT**

A 0.004 OF AN ACRE, OR 180 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT OF LOT 1, BLOCK 1 OF THE NORTHGATE SUBDIVISION UNIT-1 RECORDED IN VOLUME 9503, PAGE 116, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO GRANOAK OAKDELL, LTD. IN A SPECIAL WARRANTY DEED RECORDED IN VOLUME 10852 PAGES 1000-1005, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.

**SALES AGREEMENT WITH RIGHT OF ENTRY**

\* \* \* \* \*

STATE OF TEXAS            }  
                                  }  
COUNTY OF BEXAR        }

**KNOW ALL MEN BY THESE PRESENTS:**

**THAT, CAVALO CREEK ESTATES HOMEOWNERS ASSOCIATION INC., A Texas Non-Profit Corporation, acting by and through its \_\_\_\_\_, hereinafter referred to as "OWNER" (whether one or more), for good and valuable consideration, the receipt of which is acknowledged, agree(s) to grant, sell and convey certain real property to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER"; a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for the consideration herein stated and subject to the terms herein stated, upon the following described real property, to-wit:**

**Being 0.032 acres of land, more or less out of Lot 1, Block 11, NCB 18217, OAKRIDGE HEIGHTS SUBDIVISION, UNIT 1, "A PLANNED UNIT DEVELOPMENT", City of San Antonio, BEXAR County, Texas, according to plat, recorded in Volume 9544, Page 63, Deed and Plat Records, BEXAR County, Texas; said 0.032 acres being more particularly described on EXHIBIT "A" attached hereto and made a part thereof.**

**TOTAL PURCHASE PRICE: \$2,900.00** paid by the "PURCHASER" for the Premises to be conveyed by this contract.

**SPECIAL CONDITIONS:** The City of San Antonio, by and through its contractor(s), will repair any damaged areas ( i.e. rock planters, water sprinklers and grass) to pre-construction conditions or better.

**CONSENT AND SUBORDINATION:** OWNER hereby agrees to furnish PURCHASER a Consent and Subordination of Lien Agreement, if requested, applicable to the Premises, on or before closing. The form of the Consent and Subordination of Lien Agreement shall be a form as approved by PURCHASER. OWNER further agrees to assist PURCHASER in obtaining such other Consent and Subordination of Lien Agreements as may be reasonably requested by PURCHASER from other parties who have interests in the Premises.

**ACCORD AND SATISFACTION:** The Purchase Price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining property (both real and personal) of the OWNER, if any.

**PREPARATION AND EFFECTIVENESS OF DOCUMENTS:** The PURCHASER, without expense to the OWNER, shall prepare the conveyance documents and shall bear the expense of all closing costs. LandAmerica Lawyers Title Company shall act as escrow agent and the OWNER, upon demand by the PURCHASER, agrees to deliver all documents necessary, duly executed to the escrow agent at its San Antonio office, and agree that the rights conveyed therein become effective at closing. The Purchase Price is payable at the time of the closing. All documents shall be in form reasonably approved by PURCHASER.

**BINDING EFFECT:** This contract shall not be binding upon PURCHASER until it is executed by the PURCHASER, acting by and through its City Manager or other designated official, and approval is granted by the City Council. This contract contains the entire consideration for the rights conveyed herein, it being agreed and understood that there is no other agreement regarding the Premises between OWNER and the PURCHASER, or any officer, agent, contractor or employee of the PURCHASER.

**SALES AGREEMENT WITH RIGHT OF ENTRY - PARCEL 18240E - PAGE 2 of 2**

**DEFECTS IN TITLE:** If examination of title or any other source discloses any defects in the title, in the opinion of the **PURCHASER**, that cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the **PURCHASER**, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The **OWNER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the Purchase Price above stated, which price the **OWNER** hereby, declares to be the fair market value of its interest in the Premises.

**NATURE OF INTEREST CONVEYED:** Unless stated otherwise specifically below in this provision, the interest to be conveyed pursuant to this contract is/are permanent and irrevocable.

**PERMANENT TRAFFIC EASEMENT**

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**RIGHT OF ENTRY**

It is agreed and understood that **OWNER** and **OWNER'S** legal representatives, successors and/or assigns, hereby consent and agree to allow **PURCHASER**, its agents, employees, and/or its contractors to enter upon and take possession of the Premises immediately upon execution of this contract to permit commencement of construction and any and all activities related thereto. **PURCHASER** shall pay **OWNER** the sum of **ONE HUNDRED DOLLARS (\$100.00)** as full and final consideration for the immediate right of entry and right to commence construction and **OWNER** acknowledges the sufficiency of such sum as full and final consideration for the right of entry on to the Premises and right of commencement as described herein. The consideration stated herein is independent consideration not included in the Purchase Price and is payment only for the Right of Entry.

**EXECUTED** this, the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 2008.

**WITNESS(ES):**

\_\_\_\_\_  
\_\_\_\_\_

**OWNER(S):**

**CAVALO CREEK ESTATES HOMEOWNERS ASSOCIATION Inc.**

**BY:** \_\_\_\_\_

**ACCEPTED:**

**CITY OF SAN ANTONIO**

**BY:** \_\_\_\_\_  
**STEVEN F. HODGES**  
**REAL ESTATE MANAGER**

**OWNER'S ADDRESS:**

**300 E. Sonterra Blvd., Ste 350**  
**San Antonio, TX 78258**

**PARCEL ADDRESS:**

**Intersection of Roan Bluff & Evans Road**  
**San Antonio, TX**

**STATE OF TEXAS     }**  
**{**  
**COUNTY OF BEXAR    }**

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 2008, by \_\_\_\_\_.

\_\_\_\_\_  
**Notary Public Signature**

**AFTER RECORDING**  
**PLEASE RETURN TO:**  
Real Estate Section/4<sup>th</sup> Floor  
City of San Antonio  
P. O. Box 839966  
San Antonio, TX 78283

**TRAFFIC SIGNAL EASEMENT**  
**PARCEL NO. 18240E**  
**METES AND BOUNDS DESCRIPTION**  
**(0.032 OF AN ACRE)**

Being a 0.032 of an acre, or 1,410 square feet more or less, tract of land out of Lot 1, Block 11, Oakridge Heights Subdivision Unit 1, recorded in Volume 9544, Page 63 of the Deed and Plat Records of Bexar County, Texas, also known as Roan Bluff, a private street. Said Lot 1 being described in conveyance to Cavalo Creek Estates Homeowners Association, Inc., a Texas non-profit corporation in a Special Warranty Deed recorded in Volume 8240, Pages 1060-1061, Official Public Records of Real Property, Bexar County, Texas, all in New City Block (N.C.B.) 18217 of the City of San Antonio, Bexar County, Texas. Said 0.032 of an acre tract being more fully described as follows:

**BEGINNING:** At a found ½ inch iron rod for the Southernmost Southeast corner of Lot 2, Block 11, N.C.B. 18217, said Oakridge Heights Subdivision Unit 1 on the Northwest right-of-way line of Evans Road, a variable width right-of-way at the South end of the West cutback line at the intersection of Evans Road and said Roan Bluff;

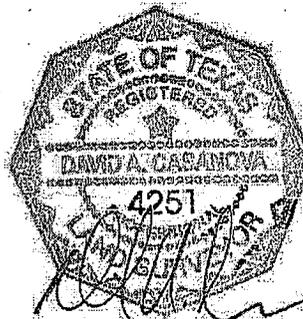
- 1) **THENCE:** North 14 degrees 25 minutes 59 seconds East, departing the Northwest right-of-way line of Evans Road and along said West cutback line, a distance of 15.71 feet to a point;
- 2) **THENCE:** North 53 degrees 57 minutes 54 seconds East, departing said West cutback line, over and across Roan Bluff, a distance of 130.78 feet to a point on the East cutback line at the said intersection of Roan Bluff and Evans Road;
- 3) **THENCE:** South 75 degrees 34 minutes 01 second East, along said East cutback line, a distance of 12.97 feet to a found ½ inch iron rod for the Southernmost Southwest corner of Lot 42, Block 11, N.C.B. 18217, said Oakridge Heights Subdivision Unit 1 on the Northwest right-of-way line of Evans Road at the South end of said East cutback line, the Southeast line of Roan Bluff;
- 4) **THENCE:** South 53 degrees 57 minutes 54 seconds West, departing said East cutback line and along the Northwest right-of-way line of Evans Road, the Southeast line of Roan Bluff, a distance of 151.15 feet to the POINT OF BEGINNING and containing 0.032 of an acre in the City of San Antonio, Bexar County, Texas. Said tract being described in accordance with an exhibit prepared by Pape-Dawson Engineers, Inc.

**NOTE:** The bearings for this exhibit are based on the North American Datum of 1983, (CORS 1996), from Texas Coordinate System established for the South Central Zone.

An exhibit of even date herewith accompanies this legal description.

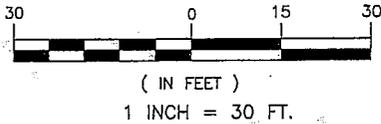
N:\Survey05\CIVIL\6764-04\676404\_esmt.doc

REVISED 3-31-08

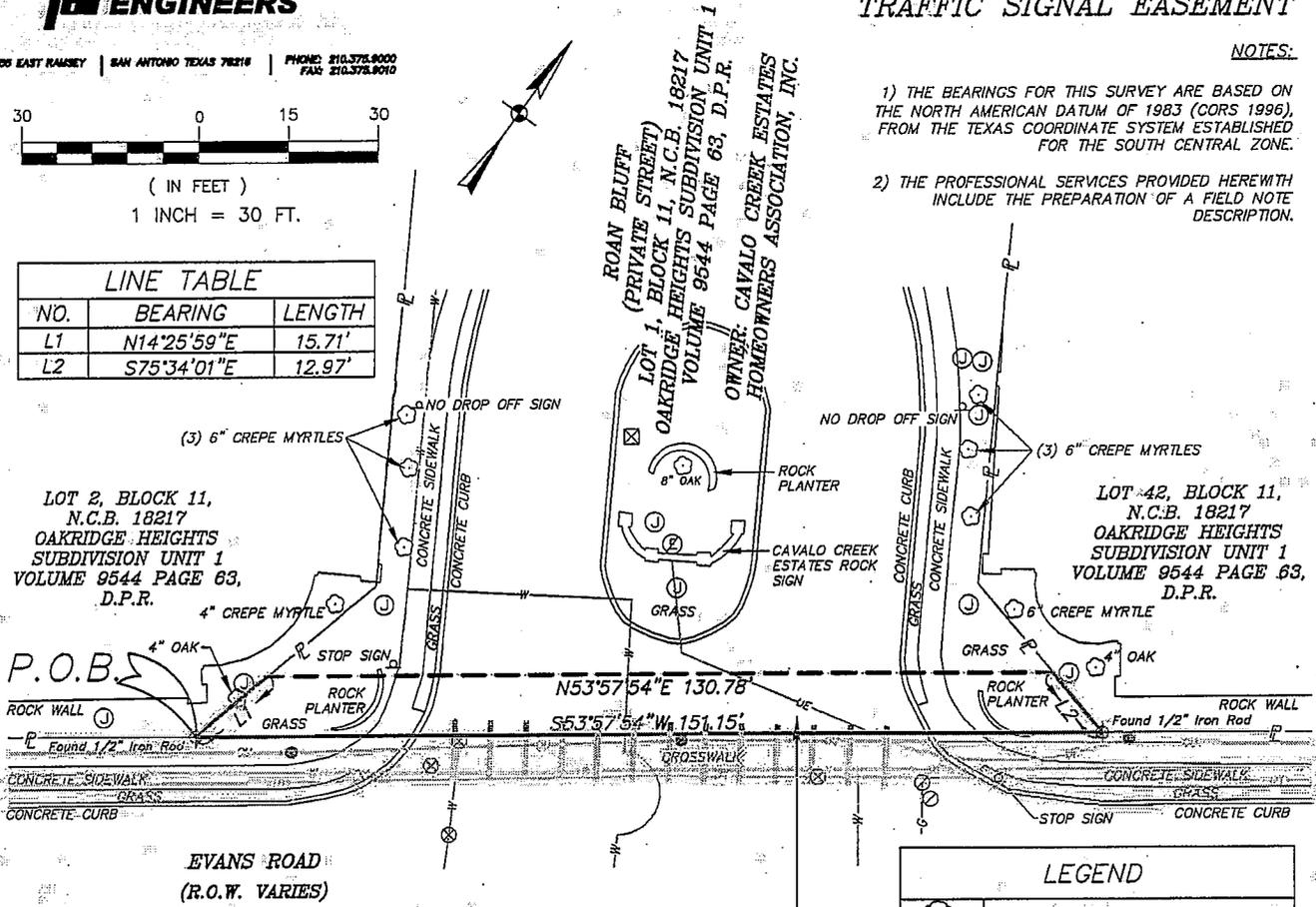


**NOTES:**

- 1) THE BEARINGS FOR THIS SURVEY ARE BASED ON THE NORTH AMERICAN DATUM OF 1983 (CORS 1996), FROM THE TEXAS COORDINATE SYSTEM ESTABLISHED FOR THE SOUTH CENTRAL ZONE.
- 2) THE PROFESSIONAL SERVICES PROVIDED HEREWITH INCLUDE THE PREPARATION OF A FIELD NOTE DESCRIPTION.



| LINE TABLE |             |        |
|------------|-------------|--------|
| NO.        | BEARING     | LENGTH |
| L1         | N14°25'59"E | 15.71' |
| L2         | S75°34'01"E | 12.97' |



| LEGEND |  |
|--------|--|
|        | TREE   |
|        | POWER POLE                                   |
|        | ELECTRIC METER                               |
|        | ELECTRIC JUNCTION BOX                        |
|        | WATER METER                                  |
|        | GAS VALVE                                    |
|        | WATER VALVE                                  |
|        | PROPERTY LINE                                |
|        | OVERHEAD UTILITY LINE                        |
|        | BURIED GAS LINE WITH SIZE                    |
|        | BURIED TELEPHONE LINE                        |
|        | BURIED ELECTRIC LINE                         |
|        | BURIED WATER LINE                            |
| P.O.B. | POINT OF BEGINNING                           |
| N.C.B. | NEW CITY BLOCK                               |
| D.P.R. | DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS |

**PARCEL NO. 18240E  
0.032 OF AN ACRE  
±1,410 SQUARE FEET  
PROPOSED TRAFFIC SIGNAL EASEMENT**



Dated: 3-31-08  
*[Signature]*  
DAVID A. CASANOVA  
Registered Professional Land Surveyor No. 4251

**AN EXHIBIT  
OF 0.032 OF AN ACRE  
±1,410 SQUARE FEET  
TRAFFIC SIGNAL EASEMENT**

A 0.032 OF AN ACRE, OR 1,410 SQUARE FEET MORE OR LESS, TRACT OF LAND BEING OUT OF LOT 1, BLOCK 11, N.C.B. 18217 OF THE OAKRIDGE HEIGHTS SUBDIVISION UNIT 1, RECORDED IN VOLUME 9544, PAGE 63, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, DESCRIBED IN CONVEYANCE TO CAVALO CREEK ESTATES HOMEOWNERS ASSOCIATION, INC. IN A SPECIAL WARRANTY DEED RECORDED IN VOLUME 8240 PAGES 1060-1061, OFFICIAL PUBLIC RECORDS OF BEXAR COUNTY, TEXAS.



**CITY OF SAN ANTONIO**  
**Request for Council Action**

Agenda Item # 20  
 Council Meeting Date: 6/12/2008  
 RFCA Tracking No: R-3417

**DEPARTMENT:** Capital Improvements  
 Management Services

**DEPARTMENT HEAD:** Mike Frisbie

**COUNCIL DISTRICT(S) IMPACTED:**  
 Council District 8, Council District 9

**SUBJECT:**  
 Acquisition of 3 properties for FY 2007-2008 Annual Traffic Signal Installation

**SUMMARY:**

This ordinance authorizes staff to acquire three properties located in Council Districts 8 and 9 at fair market value by negotiation and/or condemnation, and authorizes the City Attorney and/or designated special counsel to file eminent domain proceedings, if necessary. This ordinance authorizes the expenditure of \$10,000.00 for the acquisition of permanent easement interest in three parcels of privately owned real property and other expenses associated with acquiring these properties as authorized under the FY 2007-2008 Annual Traffic Signal Installation Program, a component of the FY 2008-2013 Infrastructure Management Program (IMP).

**BACKGROUND INFORMATION:**

The proposed acquisitions are permanent easement interest which are necessary for the implementation of the FY 2007-2008 Annual Traffic Signal Installation Program.

Staff continues to work toward acquiring these properties through negotiation. However, one parcel may be unobtainable through the standard acquisition process due to stalled negotiations regarding the perceived value of the property. Should this occur, condemnation would be necessary.

The proposed traffic signals, wiring and conduit would be installed at the addresses listed in the table below:

| City Council District | Address  | Parcel Number | Legal Description   |
|-----------------------|--|---------------|---|
| 8                     | Intersection of<br>Oakdell Way and<br>Eckhert Road | 18238E        | 0.016 (689 sq ft) acre<br>tract out of Lot 1,<br>Block 1, NCB 17252 |
|                       | Intersection of                                    |               | 0.004 (180 sq ft) acre  |

|   |   |        |  |
|---|---|--------|--|
| 8 | Oakdell Way and Eckhert Road              | 18239E | tract out of Lot 1, Block 1, NCB 17252                           |
| 9 | Intersection of Roan Bluff and Evans Road | 18240E | 0.032 (1,410 sq ft) acre tract out of Lot 1, Block 11, NCB 18217 |

**ISSUE:**

Property acquisitions, including those proposed, are a necessary step in implementing the FY 2007-2008 Annual Traffic Signal Installation Program. For this reason, staff is requesting that City Council authorize the acquisition of these properties by condemnation in the event we are unable to acquire them through willing negotiations.

**ALTERNATIVES:**

The alternative to approval of this item would be to continue negotiations for the property acquisitions. However, this could result in project delay should negotiations continue to be unsuccessful.

**FISCAL IMPACT:**

Funds in the amount of \$10,000.00 have been previously appropriated and are available from the FY 2008 Annual Budget.

**RECOMMENDATION:**

Staff recommends approval of the acquisition of each of the parcels identified in order to expedite the placement of the traffic signals in these two areas.

**ATTACHMENT(S):**

| File Description   | File Name                                    |
|--|--|
| <a href="#">Sales agreements</a>   | Sales Agreements.pdf                         |
| <a href="#">H:\2008 Annual Signal Program\RFCA Documents\Fiscal Impact Sheet.pdf</a>                     | Fiscal Impact Sheet.pdf                      |
| <a href="#">:\2008 Annual Signal Program\RFCA Documents\Parcel 18238E - 18239E Oakdell @ Eckhert.pdf</a> | Parcel 18238E - 18239E Oakdell @ Eckhert.pdf |
| <a href="#">H:\2008 Annual Signal Program\RFCA Documents\Parcel 18240E Roan Bluff and Evans road.pdf</a> | Parcel 18240E Roan Bluff and Evans road.pdf  |
| <a href="#">Voting Results</a>   |  |
|  |  |

[Ordinance/Supplemental Documents](#)

200806120526.pdf

**DEPARTMENT HEAD AUTHORIZATIONS:**

Majed A. Al-Ghafry Director Public Works

Mike Frisbie Director Capital Improvements Management Services

**APPROVED FOR COUNCIL CONSIDERATION:**

Penny Postoak Ferguson Assistant City Manager