

AM
Item No. 29
05/26/05

AN ORDINANCE

100961

AN ORDINANCE APPROVING A SETTLEMENT AGREEMENT IN THE LAWSUIT STYLED *THE CITY OF SAN ANTONIO V. UNIVERSITY OF THE INCARNATE WORD*, CAUSE NO. 2003-CI-10943, 408TH JUDICIAL DISTRICT, BEXAR COUNTY, TEXAS, AND APPROVING AN AGREEMENT WITH SBC COMMUNICATIONS, BOTH AGREEMENTS CONCERNING AND RESOLVING A DISPUTE OVER OWNERSHIP OF PROPERTY IMMEDIATELY ADJACENT TO AND EAST OF THE SAN ANTONIO RIVER, SOUTH OF EAST HILDEBRAND AVENUE, ON TERMS SUBSTANTIALLY IN ACCORDANCE WITH DRAFT AGREEMENTS ATTACHED AND INCORPORATED INTO THIS ORDINANCE; AND AUTHORIZING NEGOTIATION AND EXECUTION OF FINAL SETTLEMENT AGREEMENTS AND OF ADDITIONAL DOCUMENTS AND ADMINISTRATIVE ACTIONS NECESSARY TO IMPLEMENT THOSE AGREEMENTS.

* * * * *

Whereas, the City has asserted a claim to a portion of Pioneer Park in the lawsuit styled *The City Of San Antonio v. University Of The Incarnate Word*, Cause No. 2003-CI-10943, 408th Judicial District, Bexar County, Texas; and

Whereas, the City has asserted a claim to land immediately south of Pioneer Park in discussions with SBC Communications; and

Whereas, the City, the University of Incarnate Word, and SBC Communications have negotiated and proposed agreements to resolve their respective disputes over ownership of the affected property that is satisfactory to all parties, is in the public interest, and avoids the risk, uncertainty, and continuing expense of current and possible litigation relating to the dispute;
Now, Therefore:

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

SECTION 1. The City Council approves a settlement agreement in the lawsuit styled *The City Of San Antonio v. University Of The Incarnate Word*, Cause No. 2003-CI-10943, 408th Judicial District, Bexar County, Texas, on terms substantially in accordance with the proposed Amended Rule 11 Agreement attached and incorporated into this ordinance as Exhibit A.

SECTION 2. The City Council approves an agreement with SBC Communications or its designated subsidiary or affiliate on terms substantially in accordance with the draft agreement attached and incorporated into this ordinance as Exhibit B.

SECTION 3. The Interim City Manager or his designee is authorized to negotiate and execute final settlement agreements on terms and conditions consistent with the agreements approved by Sections 1 and 2 of this ordinance, and to execute any further documents and take any necessary administrative action necessary or desirable to implement those final settlement agreements.

SECTION 4. This ordinance is effective immediately if approved by the vote of eight or more members of the City Council.

PASSED AND APPROVED this 26TH day of May, 2005.



M A Y O R
EDWARD D. GARZA

ATTEST:



City Clerk

APPROVED AS TO FORM:



City Attorney

Agenda Voting Results

Name: 29.

Date: 05/26/05

Time: 06:12:07 PM

Vote Type: Multiple selection

Description: Consider an ordinance authorizing: (1) a full and final settlement agreement with the University of the Incarnate Word in the lawsuit styled City of San Antonio v. the University of the Incarnate Word, Cause No. 2003-CI-01943, 408th Judicial District, Bexar County, concerning title to property commonly known as Pioneer Park, located on Hildebrand Avenue on the east side of the San Antonio River; and (2) an agreement with SBC to resolve disputes concerning title to real property immediately south of Pioneer Park; and, pursuant to both agreements, securing the city's title to Pioneer Park, acquiring and conveying city-owned real property at the northeast corner of Hildebrand Avenue and Devine Road, conveying the city's interest in real property immediately south of Pioneer Park, and relocation of portions of Mt. Erin Pass, east of Devine Road. [Presented by Martha Sepeda, Acting City Attorney; J. Rolando Bono, Interim City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
JOEL WILLIAMS	DISTRICT 2		x		
RON H. SEGOVIA	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
ENRIQUE M. BARRERA	DISTRICT 6	Not present			
JULIAN CASTRO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
CARROLL SCHUBERT	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR ED GARZA	MAYOR		x		

GOODE CASSEB JONES
RIKLIN CHOATE & WATSON
A PROFESSIONAL CORPORATION
ATTORNEYS AT LAW
2122 N. MAIN AVENUE
P.O. BOX 120480
SAN ANTONIO, TEXAS 78212-9680

TELEPHONE
(210) 733-6030
FACSIMILE
(210) 733-0330

JOHN GOODE
(1923-1994)

May 26, 2005

AMENDED RULE 11 AGREEMENT

G. Roland Love
Winstead Sechrest & Minick, P.C.
5400 Renaissance Tower
1201 Elm Street
Dallas, Texas 78270-2199

VIA EMAIL

RE: Cause No. 2003-CI-10943; The City of San Antonio v. University of The Incarnate Word; 408th Judicial District, Bexar County, Texas

Dear Mr. Love:

This is an Amended Rule 11 Agreement ("Agreement"), amending and superseding that certain Rule 11 Agreement between the parties dated March 10, 2005. This Agreement confirms the settlement of the lawsuit ("Lawsuit") described in the caption above. The City of San Antonio and University of The Incarnate Word (the "Parties") hereby agree that the Lawsuit and all related claims and controversies between them are hereby settled in accordance with the following terms of this Rule 11 Agreement. Assuming this letter is signed, I will prepare the necessary documents to finalize such settlement ("Settlement"), subject, of course, to your approval as to the form of the documents.

The Parties acknowledge that bona fide disputes and controversies exist between them, both as to liability and the amount thereof, and by reason of such disputes and controversies they desire to compromise and settle all claims and causes of action of any kind whatsoever which the Parties have or may have arising out of the matters made the subject of the Lawsuit. It is further understood and agreed that these are compromises of disputed claims.

Definitions: The following words and phrases, as used herein, will have the meaning set out below.

"UIW" means The University of Incarnate Word, and all owners of equitable or legal title in the Disputed Property now, and their successors in interest.

EXHIBIT A

Mr. G. Roland Love
May 26, 2005
Page 2

"City" means City of San Antonio, Texas, a municipal corporation.

"Disputed Property" means the property in dispute in the Lawsuit, consisting of approximately 3.395 acres of land (147,901 square feet) out of Lots A-32 and A-33, NCB A-49, said lots being identified as parcel number two, in deed recorded in Vol. 4226, page 1458, of the Official Records of Real Property of Bexar County, Texas. The Disputed Property is generally illustrated as "Tract 1" on Exhibit A which is attached hereto and incorporated by reference for all purposes.

"Undisputed Property" means the property consisting of approximately 1.13 acres (49,208 square feet) out of Lots A-32 and A-33, NCB A-49, said lots being identified as parcel number two, in deed recorded in Vol. 4226 page 1458, of the Official Records of Real Property of Bexar County, Texas. The Undisputed Property is generally illustrated as "Tract 2" on Exhibit A which is attached hereto and incorporated by reference for all purposes.

"Devine Road Property" means (a) the property currently owned by the City of San Antonio, consisting of approximately 3.81 acres of land at the Northeast Corner of Hildebrand Avenue and Devine Road, and shown as "Tract 1" and "Tract 2" on Exhibit B which is attached hereto and incorporated by reference for all purposes.

General Terms and Conditions of Settlement:

1. UIW acknowledges the dispute over ownership of the Disputed Property and will relinquish its claims to such Disputed Property and convey the Disputed Property to the City by Deed Without Warranty. This relinquishment of claims and conveyance will specifically include all claims to any right, title or interest in the banks and/or bed of the San Antonio River adjacent to the Disputed Property, as well as all claims to any right, title or interest in the statuary and other improvements and personal property now located on the Disputed Property; provided, however, the picnic tables, and related personal property, placed on the Property by UIW may be removed by UIW. Personal property placed on the Property by UIW and being removed by UIW will be specifically listed on a schedule at closing. Prior to closing, UIW will protect and preserve the statuary and other improvements and personal property in the same manner as currently being undertaken. The Disputed Property, improvements, and personal property are being delivered "AS IS."
2. UIW will convey the Undisputed Property to the City by Deed Without Warranty. This deed will specifically include all claims to any right, title or interest in the statuary and other improvements and personal property now located on the Undisputed Property or that have been affixed to the Undisputed Property; provided, however, the picnic tables, and related

personal property, placed on the Undisputed Property by UIW may be removed by UIW as noted in paragraph 1. Prior to closing, UIW will protect and preserve the statutory and other improvements and personal property in the same manner as currently being undertaken. The Undisputed Property and any improvements and personal property are being delivered "AS IS."

3. The City will convey the Devine Road Property to UIW by Deed Without Warranty. The Deed Without Warranty will be made by the City and accepted by UIW subject to height and use conditions/restrictions that (a) permanently prohibit the erection of any structure that exceeds eight hundred twenty-seven feet (827') above sea level in height, calculated as if the structure were designed with a flat roof, plus whatever additional height is necessary to provide a peaked roof pursuant to the architectural drawing attached hereto as Exhibit C, but with the uppermost point of the peaked roof not to exceed eight hundred forty-five feet (845') above sea level in height, and (b) restrict the use of the Devine Road Property to private university and/or private school use exclusively for a period of ten (10) years following the execution of the final settlement documents. These conditions/restrictions shall run with the land and be enforced by the City. Upon application after ten (10) years, the City will release the height restrictions if changes in conditions warrant the release, and the San Antonio City Council determines it is reasonable to do so. The Devine Road Property and any improvements are being delivered "AS IS."
4. Prior to the transfers contemplated by this Agreement, the City will take appropriate action to preserve development rights and/or other appropriate and related zoning actions that will permit UIW to make private university and/or private school use of the Devine Road Property. UIW recognizes and agrees that all other design and development issues require compliance with existing City code, although if the code authorizes UIW to seek a variance, UIW may do so. City staff makes no representation that it will either support or oppose any request for a variance; and the City does not represent that any official, board, or commission of the City will authorize or reject a request for a variance. Any municipal approvals required in connection with the design and development of the Devine Road Property for UIW's purposes will be subject to usual and customary procedures and approvals by the City in the normal and customary exercise of its municipal authority or as required by ordinance.
5. In consideration of this Settlement and the conveyance of the Devine Road Property, UIW shall pay to the City the cash sum of SEVEN HUNDRED THOUSAND DOLLARS (U.S. \$700,000.00), payable at the time of closing of

this Settlement and delivery of the conveyance documents contemplated herein.

6. In further consideration of this Settlement and the conveyance of the Devine Road Property, UIW will convey to the City by Deed Without Warranty a 0.246 acre tract of land shown as "Tract 3" and a 0.249 acre tract shown as "Tract 4" on the attached Exhibit B. Tract 3 will be used as a part of a realignment of Mt. Erin Pass street right of way and Tract 4 will be used as a greenbelt and drainage right-of-way. The realignment of Mt. Erin Pass will be accomplished through the City's standard platting process. Any relocation of existing utility easements made necessary by the development of the Property or the realignment of Mt. Erin Pass will be UIW's responsibility, and will be coordinated with the owners of such easements. Access along the existing Mt. Erin Pass will not be closed or impaired until such time as the realigned Mt. Erin Pass has been completed and accepted by the City. The realigned Mt. Erin Pass will not be used for general access by students, faculty, staff or visitors to the Pharmacy School to be constructed on the Devine Road Property, but may be used for access by emergency vehicles. After the realignment of Mt. Erin Pass is completed, the City and UIW will enter into a license agreement requiring UIW to maintain Tract 4.
7. In further consideration of this Settlement and the conveyance of the Devine Road Property, UIW and its title insurance company agree not to assert any claims against United Services Automobile Association (USAA), Southwestern Bell Telephone Company, Southwestern Bell Telephone, L.P., or SBC Communications in connection with any dispute concerning the Disputed Property and/or the Undisputed Property. The Parties understand and agree that this Settlement does not in any way apply to the City's claim to ownership of any remaining part of the property formerly known as "Pioneer Park" or "Urrutia Gardens" currently used as a parking lot by SBC, and South of the Disputed Property and Undisputed Property.
8. Title insurance premiums, if any, shall be paid for by the party acquiring title and requesting title insurance.
9. The City and UIW will share equally in the cost of the surveys of the Disputed Property, the Undisputed Property and the Devine Road Property prepared by Macina, Bose, Copeland and Associates, Inc.
10. All Parties will bear their respective costs and attorneys fees expended in this cause.

11. Each party hereby agrees to release, and discharge the other party from any and all claims, demands, or suits, known or unknown, fixed or contingent, liquidated or unliquidated, whether or not asserted in the Lawsuit as of this date, arising from or related to the events and transactions which are the subject matter of the Lawsuit, except with regard to any breach of this Rule 11 Agreement or the other agreements set forth or referenced herein. This mutual release runs to the benefit of all attorneys, agents, employees, officers, directors, shareholders, partners, heirs, assigns, and legal representatives of the Parties hereto.
12. Except as to the Disputed Property and the Undisputed Property, the City hereby agrees to release and relinquish forever all claims of right, title or interest the City may now have, known or unknown, to the properties currently owned or occupied by UIW or the Congregation of the Sisters of Charity of the Incarnate Word adjacent to the San Antonio River North of Hildebrand Avenue. Notwithstanding the foregoing, however, the City does not release or relinquish any claim of right, title or interest the City may have in the bed and banks of the San Antonio River.
13. Counsel for City shall deliver drafts of documents to be executed in connection with this Settlement to counsel for UIW within thirty (30) days from the date hereof. The Parties and their counsel agree to cooperate with each other in the drafting and execution of such additional documents as are reasonably requested or required to implement the provisions and spirit of this Settlement. Notwithstanding such additional documents, the Parties confirm that this is a written settlement agreement as contemplated by Section 154.071 of the Texas Civil Practice and Remedies Code, SUBJECT, HOWEVER, to official approval by ordinance duly passed by a majority vote of the San Antonio City Council. The undersigned attorney for UIW represents that he has authority to bind UIW, and that to the best of UIW's knowledge, the claims, suits, rights, and/or interests which are the subject matter of this Agreement are owned by UIW, have not been assigned, transferred or sold, and are free of any encumbrance.
14. If this Agreement is approved by the San Antonio City Council, the Parties will request the Court to enter an Agreed Final Judgment quieting the City's title to the Disputed Property, and dismissing all other claims, with such Agreed Final Judgment also being filed in the Records of Real Property of Bexar County, Texas.
15. This Rule 11 Agreement is made and is performable in Bexar County, Texas, and shall be construed in accordance with the laws of the State of Texas.

Mr. G. Roland Love
May 26, 2005
Page 6

16. Agreed, this _____ day of May, 2005.

THE ATTORNEYS OF RECORD AGREE THAT THIS AGREEMENT MAY BE
FILED PURSUANT TO TRCP 11.

Sincerely yours,

Fred R. Jones
Attorney for the City of San Antonio
State Bar No. 10886700

FRJ/clh
3652-013

AGREED:

WINSTEAD SECHREST & MINICK, P.C.
5400 Renaissance Tower 1201 Elm Street
Dallas, Texas 78270-2199
(214) 745-5400

By: _____
G. Roland Love
State Bar No. 12591700

ATTORNEYS FOR UNIVERSITY OF THE INCARNATE WORD

3652-013
5/24/2005

AGREEMENT

This Agreement (herein so called) is entered into this ____ day of _____, 2005, to be effective as of the ____ day of _____, 2005 (the "Effective Date"), by and between **SOUTHWESTERN BELL TELEPHONE LP**, a Texas limited partnership ("SWBT"), and **CITY OF SAN ANTONIO, TEXAS**, a Texas municipal corporation (the "City").

RECITALS

A. A dispute has arisen between SWBT and the City concerning ownership of title to certain real property located in San Antonio, Texas, more particularly described in **Exhibit A**, attached hereto and incorporated herein by reference for all purposes (the "Property").

B. SWBT claims title to the Property by, through and under that certain Warranty Deed from United Services Automobile Association, as grantor, to Southwestern Bell Telephone Company, as grantee, dated October 4, 1974, recorded in Volume 7455, Page 145 of the Official Public Records of Real Property of Bexar County, Texas.

C. The City claims title to the Property by, through and under a grant from the King of Spain.

D. SWBT and the City desire to compromise, settle, resolve, and dispose of all controversies and disputes related to the ownership of the Property.

AGREEMENTS

NOW, THEREFORE, for and in consideration of the above premises, the mutual promises and agreements herein contained, and other good and valuable consideration, the parties hereto do hereby agree as follows:

1. Settlement Payment. SWBT shall pay to the City the sum of FIFTY-FIVE THOUSAND AND NO/100 DOLLARS (\$55,000.00) (the "Settlement Payment") by cashier's check or wire transfer on or before three (3) business days following the Effective Date (the "Settlement Date").

2. Release of Claims.

a. By City. Effective on receipt by the City of the Deed Without Warranty B (as hereinafter defined and described) and the Maintenance Easement (as hereinafter provided), the City, for and in consideration of the Settlement Payment, cash to it in hand paid, the receipt and sufficiency of which is hereby conclusively acknowledged and confessed, and for other good and valuable consideration as described in this Agreement, for itself, its representatives, successors and assigns, does hereby RELEASE, QUITCLAIM and FOREVER DISCHARGE SWBT, its successors, predecessors, representatives, assigns, and any and all other persons, firms or corporations holding with, under, or in privity with it, individually, jointly, and collectively, of and from any and all claims by the City of ownership to the property described in the Deed Without Warranty A (as hereinafter defined and described), and all debts, demands, liabilities, expenses, costs, damages and causes of action of whatever nature, past, present, or future, known or unknown, temporary or permanent, resulting from, arising out of, incident to or in connection with the disputed ownership of the Property settled by this Agreement.

b. By SWBT. Effective on receipt by SWBT of the Deed Without Warranty A, SWBT, for and in consideration of the conveyance to SWBT of the Property pursuant to this Agreement and for other good and valuable consideration as described in this Agreement, for itself, its representative, successors and assigns, does hereby RELEASE, QUITCLAIM and FOREVER DISCHARGE CITY, its elected officials, members, agents, employees, officers, directors and representatives and any and all other persons, firms or corporations holding with, under, or in privity with it, individually and collectively, of and from any and all claims by SWBT to the Trail Parcel (as defined hereinbelow and described in Exhibit C), and all debts, demands, liabilities, expenses, costs, damages and causes of action of whatever nature, past, present, or future, known or unknown, temporary or permanent, resulting from, arising out of, incident to or in connection with the disputed ownership of the Property settled by this Agreement.

3. Conveyance of the Property – The City to SWBT. On the Settlement Date, the City shall convey the Property, save and except the Trail Parcel, to SWBT and execute and deliver a deed without warranty, substantially in the form of Exhibit B hereto, conveying the Property save and except the Trail Parcel to SWBT ("Deed Without Warranty A").

4. Conveyance of the Trail Parcel – SWBT to the City. On the Settlement Date, simultaneously with the delivery of Deed Without Warranty A by the City to SWBT, SWBT shall convey to the City a portion of the Property consisting of a trail along the Property's western boundary adjacent to the San Antonio River, more particularly described in Exhibit C attached hereto and incorporated herein by reference for all purposes (the "Trail Parcel") and SWBT shall execute and deliver a deed without warranty, substantially in the form of Exhibit D hereto, to the City conveying the Trail Parcel to the City ("Deed Without Warranty B"). SWBT shall reserve in and with respect to the Trail Parcel, for the benefit of SWBT, an easement for the continuing use of the Trail Parcel until thirty (30) days' following the date the City commences construction a "hike and bike" trail on the Trail Parcel.

5. Maintenance Easement. On the Settlement Date, SWBT shall grant the City a maintenance easement and right-of-way across its existing parking lot located at _____, San Antonio, Texas, which easement shall be substantially in the form of maintenance easement attached hereto as Exhibit E and incorporated herein by reference for all purposes. Such easement shall terminate upon the sale by SWBT of the property encumbered by such easement to any person or entity not affiliated with SWBT.

6. Obligations. It is expressly understood and agreed that the terms hereof are contractual and not merely recitals and that the agreements herein contained and the consideration transferred is to compromise doubtful and disputed claims, avoid litigation, and buy peace. The parties understand and agree that the agreements and provisions hereof are not intended to be, and should not be taken as, admissions of liability by any of the parties hereto, either with respect to the claims and subject matter of the dispute or otherwise, and this agreement is made simply as a settlement of disputed claims in order to avoid further costs and potential litigation.

7. No Recording. This Agreement shall not be recorded or filed in any public records, although the records maintained by the City may be public records and be subject to disclosure.

8. Miscellaneous. Each of the parties hereto does hereby represent and warrant to each other that each is duly authorized to execute and deliver this Agreement and this Agreement is its legal, valid and binding obligation, enforceable in accordance with its terms. This Agreement has been prepared and is being executed and delivered, and is performable in Bexar County, Texas. Any suit, action, or proceeding arising with respect to the validity, construction, enforcement, or interpretation of this Agreement and all issues relating thereto shall be brought in the state courts of the State of Texas.

This Agreement shall be governed by and construed in accordance with the laws of the State of Texas (without regard to the choice-of-law provisions of such laws).

9. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supercedes any prior agreements, understandings, conditions, representations, or warranties between the parties, whether oral or written, with respect to the subject matter hereof.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date and year first above written.

**[No Further Text on this Page]
[Signatures and acknowledgments on the following pages]**

**SOUTHWESTERN BELL TELEPHONE LP SIGNATURE PAGE
TO
AGREEMENT**

SOUTHWESTERN BELL TELEPHONE LP, a
Texas limited partnership

By: SWBT Texas, LLC, a Texas limited liability
company, its general partner

By: _____
Name: _____
Title: _____

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2005, by _____, _____ of SWBT Texas, LLC, a Texas limited liability company, the general partner of **SOUTHWESTERN BELL TELEPHONE LP**, a Texas limited partnership, on behalf of said company, on behalf of said partnership.

Notary Public in and for the State of Texas
My commission expires: _____

**CITY OF SAN ANTONIO SIGNATURE PAGE
TO
AGREEMENT**

CITY OF SAN ANTONIO, TEXAS, a Texas
municipal corporation

By: _____
Name: _____
Title: _____

ATTEST:

City Clerk

APPROVED AS TO FORM:

[Assistant] City Attorney

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the ____ day of _____, 2005, by _____, _____ of **CITY OF SAN ANTONIO, TEXAS**, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public in and for the State of Texas
My commission expires: _____

Schedule of Exhibits:

- Exhibit A – Property Description
- Exhibit B – Deed Without Warranty A
- Exhibit C – Trail Parcel
- Exhibit D -- Deed Without Warranty B
- Exhibit E – Temporary Maintenance Easement Agreement

Settlement Agreements with University of the Incarnate Word and SBC

Agenda Item 29

May 26, 2005

Pioneer Park

- Pioneer Park is located south of Hildebrand, along the San Antonio River east of Brackenridge Park

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Background & History

- 1852: City held a public auction to sell city-owned land to raise funds for a new courthouse and jail
- Lots were sold by reference to a plat
- The 1852 plat and later maps show that the western boundary of these lots did not extend all the way to the eastern bank of the San Antonio River

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Background & History

- The 1852 plat establishes a western boundary line that cuts through Pioneer Park (map illustration follows in a later slide)
- At some point in time, the owners of the lots appropriated and incorporated city-owned property from the western boundary of the lots to the eastern bank of the San Antonio River

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Background & History

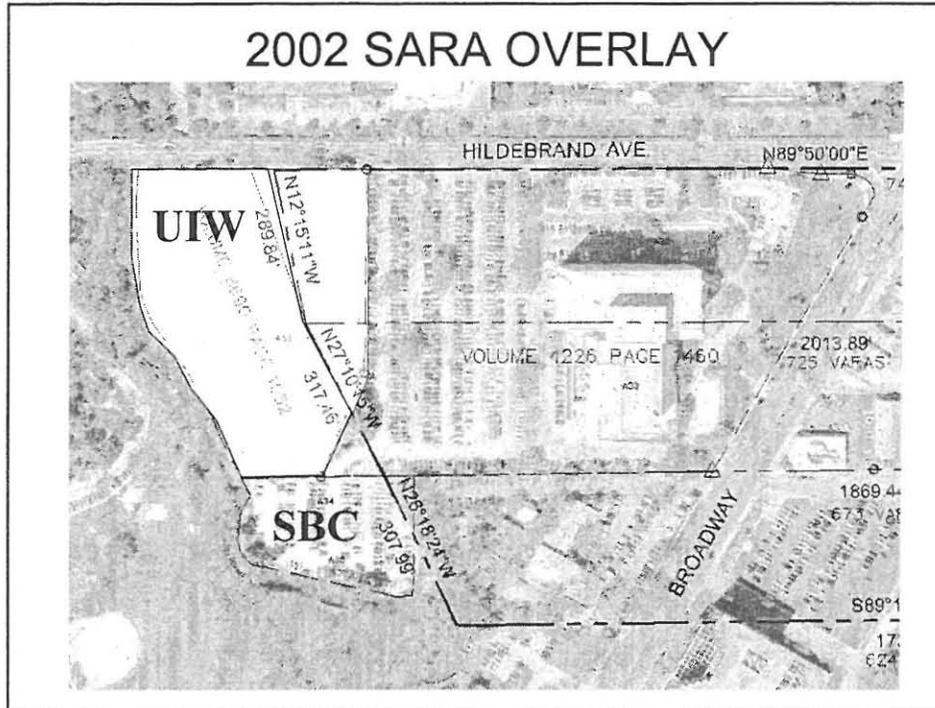
- In 1921, Dr. Aureliano Urrutia bought the property and built a home with lavish fountains and statuary
- 1962: Urrutia land sold to USAA
- 1974: USAA sells land to SBC
- 2000: SBC conveys to Incarnate Word University

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Background & History

- 2002: UIW files application for permit to build a parking lot on the land
- In reviewing the application, the boundary/title issue was raised and investigated
- City concluded the boundary line was as shown on the 1852 plat
- Efforts to resolve the dispute with UIW led to City initiating litigation; continued discussions with SBC led to this proposed agreement

6



UIW Settlement

- UIW will pay \$700K to City, a negotiated value based on appraisals of land transferred by and between UIW and City, as further described

- UIW will convey title to disputed and undisputed land at Pioneer Park to City, so City owns all of Pioneer Park, including existing statuary and improvements

UIW Settlement

- City will convey property at northeast corner of Hildebrand and Devine Road to UIW, including a swap of a portion of Mr. Erin Pass land for UIW land
- City will deed restrict Devine Road site to private university/school use for 10 years
- UIW intends to build a Pharmacy School at this site

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Devine Road Property



10

Devine Road Property

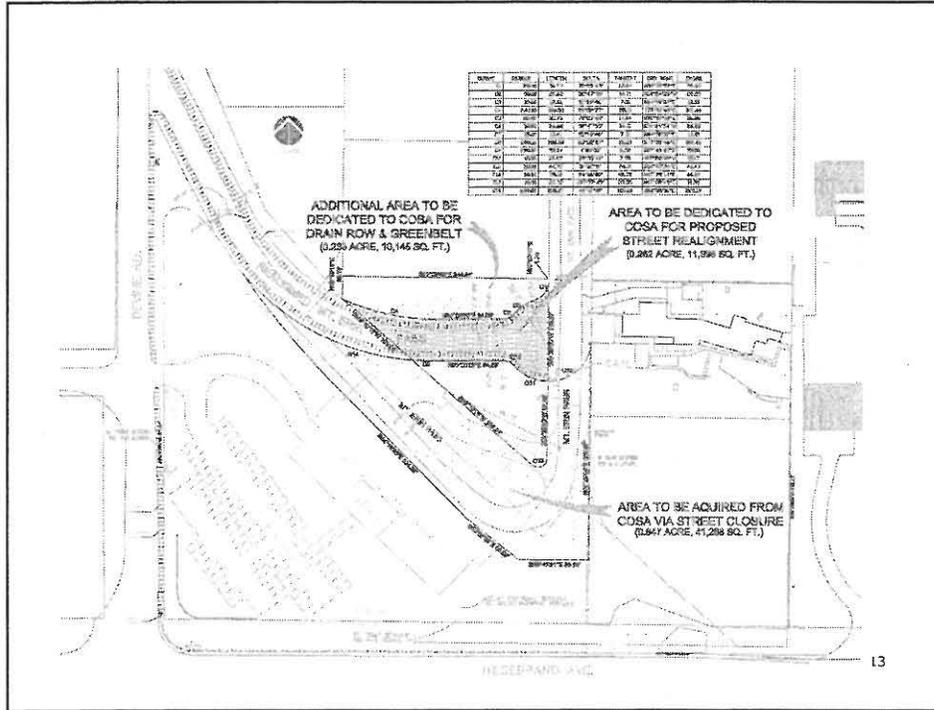
- City will deed restrict Devine Road site to maximum building height of 36' above existing grade at intersection of Hildebrand and Devine, plus additional height needed to allow a peaked roof
- In developing Devine Road site, UIW will comply with all applicable current city codes, including right to seek approval of variances if authorized by code

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Devine Road Property

- UIW will realign Mt. Erin Pass through normal platting process in connection with building the pharmacy school
- UIW will convey buffer area north of realigned Mt. Erin Pass to City, but will retain obligation to maintain area as buffer

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Future Pioneer Park Issues

- Parks Department may propose building a bridge over the San Antonio River to connect Pioneer Park to Brackenridge Park (current estimated cost of \$300K is not budgeted)
- Additional costs to maintain and restore statuary and improvements at Pioneer Park will be addressed through the budget process

SBC Settlement

- SBC will pay City \$55,000
- City to release its claim to most of the land improved and used by SBC as parking lot
- SBC to release its claim to a 20' strip adjacent to the San Antonio River for use as a hike and bike trail, but retains use of strip until City starts construction of a hike and bike trail

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Staff Recommendations

- Approve ordinance authorizing settlement agreements with UIW and with SBC as outlined in this presentation
- Ordinance authorizes City Manager to execute settlement agreements and all documents necessary to implement agreements.

16