

CITY OF SAN ANTONIO
DEPARTMENT OF ASSET MANAGEMENT
INTERDEPARTMENTAL CORRESPONDENCE SHEET

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

THROUGH: Terry M. Brechtel, City Manager

COPIES: Erik J. Walsh, Assistant to the City Manager; Shawn P. Eddy, Special Projects Manager, Property Disposition

DATE: Thursday, December 18, 2003

SUBJECT: Request for an Intrajurisdictional Agreement between City of San Antonio and CPS for installation and maintenance of electrical transmission and distribution line on City owned property in NCB 592, near the intersection of N. Hackberry Avenue and Center Street to provide improved electrical service to the Carver Community Cultural Center

PETITIONER: City Public Service Board
Attn: Barbara Broll
145 Navarro Street
San Antonio, Texas 78296-1771

SUMMARY AND RECOMMENDATIONS

This Ordinance will grant an Intrajurisdictional Agreement between City Public Service Board of San Antonio (CPS) and the City of San Antonio to establish an electrical easement to use a 448 sf portion of City owned property located at 226 N. Hackberry Ave. approximately 235 feet east of N. Hackberry Ave. off Center Street in NCB 592.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

Petitioner is requesting an Intrajurisdictional Agreement to establish an electrical easement on City owned property, as shown on attached Exhibits "A", "B" and "C", to use for the construction of an electrical transformer and provision of electrical service to the Carver Community Cultural Center near the intersection of North Hackberry and Center Streets, to include installation, operation, and maintenance of electrical transmission and distribution lines consisting of variable numbers of wires and all necessary or desirable appurtenances to provide service to the center.

POLICY ANALYSIS

This action is consistent with City Ordinances regulating Public Right of Way within the Corporate Limits of the City of San Antonio.

FISCAL IMPACT

This action will have no fiscal impact.

COORDINATION

This item was coordinated with the Departments of Public Works and City Attorney's Office.

SUPPLEMENTARY COMMENTS

Executed Discretionary Contracts Disclosure Statement from petitioner(s) is not required.



Rebecca Waldman, Director
Department of Asset Management



Erik J. Walsh
Assistant to the City Manager

Carver Complex

A metes and bounds description of a 448 sq. ft. tract of land out of Lot 1, Block 7, Carver Complex Subdivision, as recorded in Volume 9549, Page 97, of the Bexar County Subdivision Plat Records:

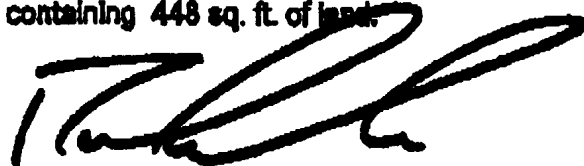
Beginning at the northwest corner of the herein described tract, said corner being N 89° 44' 34" E, 235.13 feet, from a point of tangency of a return at the northwest corner of said Lot 1, said point also being a point on the north line of Lot 1 and a point on the south right-of-way line of Center St.

Thence N 89° 44' 34" E, 27.29 feet, along the north line of the herein described tract, along the north line of Lot 1 and along the south right-of-way line of Center St. to the northeast corner of the herein described;

Thence S 31° 19' 59" W, 25.44 feet, along the east line of the herein described tract to the southeast corner of the herein described tract;

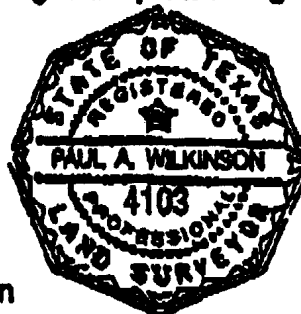
Thence S 89° 57' 21" W, 14.06 feet, along the south line of the herein described tract to the southwest corner of the herein described tract, said corner also being a point along the east face of an existing building;

Thence N 00° 02' 39" W, 21.82 feet, along the west line of the herein described tract and along the east face of the existing building to the point of beginning and containing 448 sq. ft. of land.



Paul A. Wilkinson
Reg. Prof. Land Surveyor No. 4103
Project: C-0852

A corresponding survey plat of even date herein
accompanies this metes & bounds



THIS METES & BOUNDS IS THE PROPERTY OF BAIN MEDINA BAIN, INC. AND
SHALL NOT BE USED FOR ANY PURPOSE WITHOUT THE WRITTEN CONSENT
OF AN AUTHORIZED AGENT OF BAIN MEDINA BAIN, INC.; BAIN MEDINA BAIN,
INC. ACCEPTS NO RESPONSIBILITY FOR THE USE OF THIS METES & BOUNDS
FOR ANY PURPOSE AFTER SIX MONTHS FROM THE DATE INDICATED ON THIS
METES & BOUNDS. ALL RIGHTS RESERVED. COPYRIGHT 2003.
BAIN MEDINA BAIN, INC.

EXHIBIT 'C'

**INTRAJURISDICTIONAL AGREEMENT BETWEEN CITY AND CPS
FOR INSTALLATION AND MAINTENANCE OF
ELECTRIC TRANSMISSION AND DISTRIBUTION LINES**

This Intrajurisdictional Agreement ("Agreement") is entered into by and between the CITY OF SAN ANTONIO, a Texas municipal corporation (herein referred to as "CITY"), acting by and through its City Manager or her designee, pursuant to City Ordinance No. _____, passed and approved on _____, 200__, and its municipal board, the CITY PUBLIC SERVICE BOARD OF SAN ANTONIO (hereinafter referred to as "CPS").

WHEREAS, CITY is the owner of certain property which **CPS** desires to use for the construction of an electrical transformer and provision of electrical service to the Carver Community Cultural Center ("Center") near the intersection of North Hackberry and Center Streets, San Antonio, Texas, to include installation, operation, and maintenance of electric transmission and distribution lines consisting of variable numbers of wires and all necessary or desirable appurtenances to provide service to the Center; and

WHEREAS, CPS has inspected the property and found it to be suitable for its purposes based upon its independent investigation; and

WHEREAS, because of the enhancements to the community including the renovation of the Center as part of its Phase III Construction Project to be undertaken on such premises and the need for an electrical transformer and new electrical service, including electric transmission and distribution lines to serve the Center in connection therewith, **CITY** desires to transfer the use, benefit, and control to **CPS** of the property described below under the covenants and conditions set forth herein;

NOW THEREFORE, in consideration for the mutual covenants and conditions expressed herein, and other valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Transfer of Use, Benefit, and Control of Premises** – **CITY** hereby transfers to **CPS** the use, benefit, and control of, but not the fee simple interest in, the following real property ("the Premises") for the construction of an electrical transformer and provision of electrical service, including the rights for the relocation, installation, operation and maintenance of electric transmission and distribution lines and all necessary or desirable appurtenances related to that specific use:

A 448 square foot tract of land out of Lot 1, Block 7, Carver Complex Subdivision, as recorded in Volume 9549, Page 97 of the Bexar County Subdivision Plat Records, Bexar County, Texas [aka "Deed and Plat Records of Bexar County, Texas"] as shown on Exhibits "A" and "B" and more fully described by metes and bounds on Exhibit "C", all of which exhibits are attached hereto and incorporated herein verbatim for all purposes.

2. **Term** – **CPS** shall use the Premises so long as **CPS** abides by the covenants and conditions contained herein and for so long as such use, benefit, and control ("use") does not conflict with the Premises as a whole. If the use of the Premises by **CPS** conflicts with the remaining

portion of the Premises, then CITY shall notify CPS of the same and provide a portion of the existing Premises to relocate the said transformer and electric transmission and distribution facilities at the CITY'S expense, subject to the appropriation of funds by the San Antonio City Council for such expenses. Other than relocations requested by CITY, any cost resulting from CPS relocation, operation, maintenance or installation of the facilities shall be at the sole cost of CPS.

3. **Consideration** – CITY transfers to CPS the use, benefit, and control of, but not the fee simple interest in, the Premises in consideration of the construction of an electrical transformer and installation of said electric transmission and distribution lines by CPS to provide electrical service to the Carver Community Cultural Center near the intersection of North Hackberry and Center Streets, San Antonio, Bexar County, Texas, in accordance with the CPS Line Extension Policy.
4. **Permitted Uses** – CPS shall use the Premises for the purpose of relocating, installing, constructing, reconstructing, inspecting, patrolling, maintaining, removing and replacing said transformer and electric lines and appurtenances thereto, which shall include the right of ingress and egress over the surface of adjacent lands in order to accomplish its purposes, the right to relocate said facilities along the same direction and location of said electric transmission and distribution lines; and the right to remove from said lands all trees and parts thereof by standard industry practices employed in vegetation management or other obstructions, which endanger or may interfere with the efficiency of said electric transmission and distribution lines or appurtenances thereto.
5. **Condition of Property** – As of the EFFECTIVE DATE of this Agreement, CPS shall accept for present and future use of the Premises in its existing "AS IS, WHERE IS WITH ALL FAULTS" condition subject to the terms and condition of this Agreement and after CPS has made a thorough inspection of said Premises. **CITY MAKES NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE SUITABILITY OF THE PREMISES FOR USE BY CPS.**
6. **Relationship of the Parties** - Except as herein expressly provided to the contrary, the provisions of the Agreement are for the sole and exclusive benefit of the CITY and CPS. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or entity, other than CITY or CPS, any right, remedy, or claim, legal or equitable.
7. **Notices** – Any notice, demand or request provided or required to be provided under this Agreement shall be considered properly given if in writing and delivered in person, or sent by either registered or certified mail, postage prepaid, or prepaid telegram, to the party to whom the notice is due as specified below:

CPS: City Public Service Board of San Antonio
Attn: Right-of-Way Management
PO Box 1771
San Antonio, Texas 78296

CITY: City of San Antonio
Attn: City Clerk
PO Box 839966
San Antonio, Texas 78283-3966

The names and addresses set forth above may be changed by notice given as provided in this section. The parties agree that delivery of any notice shall be presumed five (5) days after the date of mailing.

8. **Assignment and Subletting** – CPS shall not assign, let, or sublet the transferred Premises or any part thereof or any right or privilege pertinent thereto, or permit the occupancy or use of any part there by any other person.
9. **Governing Law** – This agreement shall be construed and endorsed and is strictly subject to any existing applicable municipal ordinances, City Code, City Charter, and any existing applicable federal or state laws, or county ordinances, and regulations. CPS agrees to comply with said existing federal and state laws, and city and county ordinances, and regulations, prior to the exercise of such rights or activities herein transferred.
10. **Captions** – The captions and headings of this Agreement are inserted only as a matter of convenience and for reference, and in no way define, limit, describe or otherwise effect the terms, the scope, or intent of this Agreement.
11. **Counterparts** – This Agreement may be executed in one or more counterparts, each of which shall be considered an original document.

Executed to be effective ten (10) days after the date of passage of the City Ordinance referenced on Page 1 hereto ("EFFECTIVE DATE").

CITY OF SAN ANTONIO, a
Texas municipal corporation

CITY OF SAN ANTONIO, TEXAS ACTING
BY AND THROUGH THE CITY PUBLIC SERVICE
BOARD OF SAN ANTONIO, A MUNICIPAL BOARD
OF THE CITY OF SAN ANTONIO

By: _____
City Manager

By: _____
Fidel Marquez
Senior Vice President
Electric Transmission and
Distribution Systems

ATTEST: _____
City Clerk

APPROVED AS TO FORM:

By: _____
City Attorney

ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

 This instrument was acknowledged before me on this _____ day of _____, 200__, by _____, _____, of the CITY OF SAN ANTONIO, a Texas municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

ACKNOWLEDGEMENT

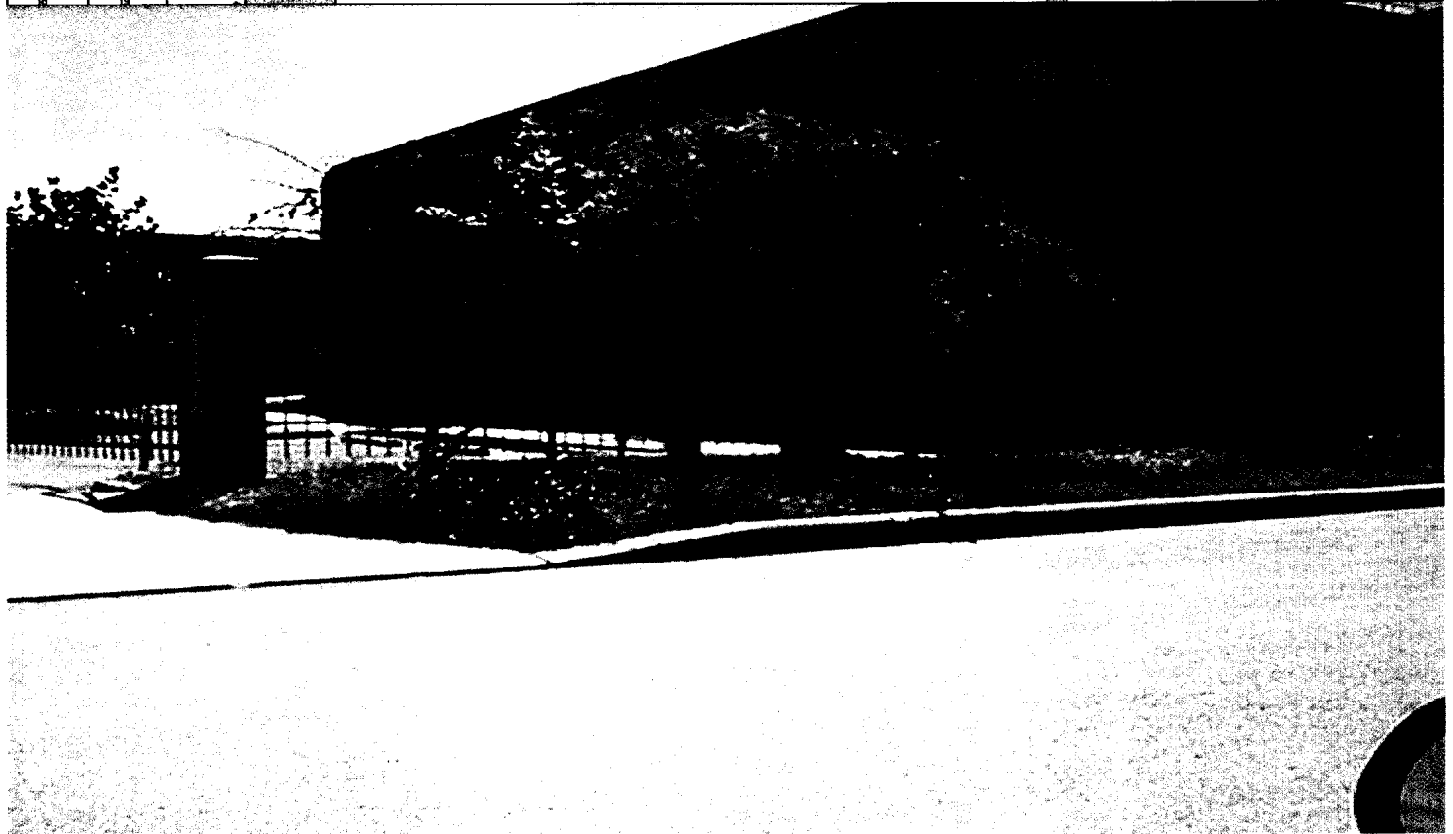
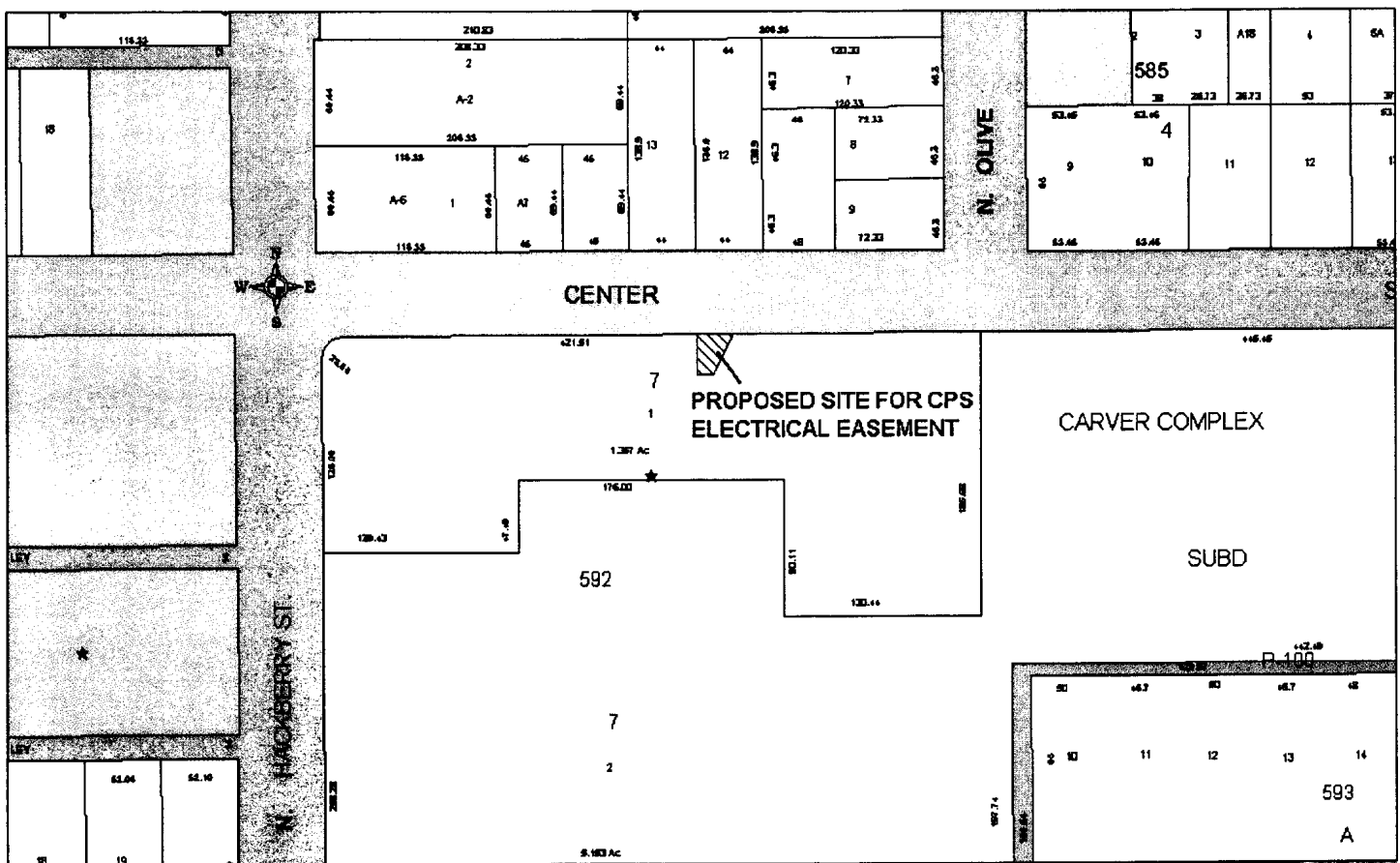
STATE OF TEXAS §
 §
COUNTY OF BEXAR §

 This instrument was acknowledged before me on this _____ day of _____, 200__, by FIDEL MARQUEZ, SENIOR VICE PRESIDENT, ELECTRIC TRANSMISSION AND DISTRIBUTION SYSTEMS, CITY PUBLIC SERVICE BOARD, a municipal board of the CITY OF SAN ANTONIO, on behalf of said municipal board.

Notary Public, State of Texas

AFTER RECORDING, RETURN TO:

City Public Service Board
Electric Transmission Distribution Center
P.O. Box _____
San Antonio, Texas 782____
ATTN: Fidel Marquez
 Senior Vice President



SOUTHERLY VIEW OFF CENTER STREET OF PROPOSED ELECTRICAL EASEMENT SITE

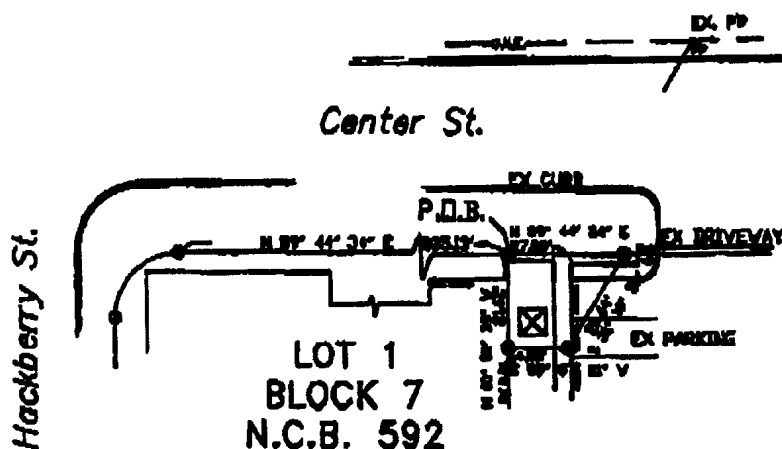
EXHIBIT 'A'

NO. 1731 P. 4
REV. 129V F. 4/3



ENTERED COMPLEX UNDERSTANDING FLAT AS
RECEIVED IN THE AREA FL AND AS
FOUR BUILDINGS ON THE GROUNDS

A NEW AND BOLD REVISION OF OUR ONE MONTHLY ACCOUNTS THE TRINITY PLAN.



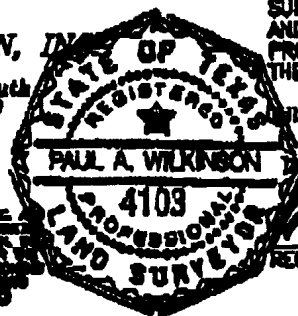
A 448 SQ. FT. TRACT OF LAND OUT OF LOT 1, BLOCK 7, N.C.S. 582, CARVER COMPLEX SUBDIVISION, AS RECORDED IN VOLUME 93-40, PAGE 97, OF THE BEXAR COUNTY PLAT RECORDS



**BAIN MEDINA BAIN,
ENGINEERS & SURVEYORS
1086 Central Parkway South
San Antonio, Texas 78209
510/404-7222**

THIS SURVEY PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, AND THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE PROFESSIONAL AND TECHNICAL STANDARDS ADOPTED BY THE TEXAS BOARD OF PROFESSIONAL LAND SURVEYORS.

THIS 2ND DAY OF OCTOBER 20 03 A.D.



REGISTERED PROFESSIONAL LAND SURVEYOR

JOB NO.: C-0657

EXHIBIT 'B'

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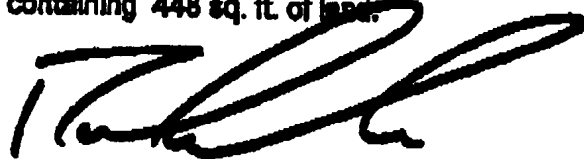
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Paul A. Wilkinson
Reg. Prof. Land Surveyor No. 4103
Project: C-0852



A corresponding survey plat of even date herein accompanies this metes & bounds

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EXHIBIT 'C'