

Clark
esw

AN ORDINANCE **32298**

APPROPRIATING \$2,215.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS FOR ACQUISITION OF RIGHT OF WAY; AUTHORIZING THE TRANSFER OF \$19,950.00 FROM THE GENERAL FUND TO STREET IMPROVEMENT BONDS, 1957 AND APPROPRIATING THE SAME FOR ACQUISITION OF RIGHT OF WAY FOR THE COLORADO-BRAZOS CONNECTION AND THE FRESNO-OLMOS PAVING PROJECT; AUTHORIZING TRANSFER OF THE UNAPPROPRIATED BALANCE OF FIRE STATION CONSTRUCTION BOND FUND 479-04 TO FIRE STATION BONDS, 1964 FUND #489-04 AND APPROPRIATING \$7,000.00 THEREOF FOR PURCHASE OF PROPERTY PERTAINING TO FIRE STATION #30; AUTHORIZING THE TRANSFER OF \$3,145.00 FROM ACCOUNT 70-01-01 TO SPECIAL PROJECT ACCOUNT 09-04-20 FOR BLANCO ROAD WIDENING; ACCEPTING AN EASEMENT PERTAINING TO THEO AVENUE SANITARY SEWER PROJECT.

* * * * *

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

SECTION 1. The sum of \$2,215.00 is hereby appropriated out of Highway 90 West Expressway Bonds, 1961, #479-16 for acquisition of right of way as follows:

a. \$1,430.00 payable to Stewart Title Company as escrow agent for A. H. Fenstermaker for title to Lots 55 and 56, Block 37, New City Block 8075, being Parcels 614-4914 & 615-4915.

b. \$625.00 payable to Stewart Title Company as escrow agent for Mary Gloria, et al for title to Lot 23, Block 31, New City Block 8069, being Parcel 570-4870.

c. \$160.00 payable to Stewart Title Company as escrow agent for Rodolfo Valdez and Felipa Valdez for title to 0.0063 of one acre of land, more or less, in New City Block 8074, being Parcel 607-4907.

Copies of the Warranty Deeds on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes. Deeds to same are in the name of the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

SECTION 2. Authorizing the transfer of \$19,950.00 from General Fund Account 09-04-15 to Street Improvement Bonds, 1957, #479-10 and appropriating the same for acquisition of right of way pertaining to the Colorado-Brazos Connection Project and the Fresno-Olmos Paving Project as follows:

a. \$15,000.00 payable to Alamo Title Company as escrow agent for Marcela G. Tijerina for title to all of Lots 10 and 11, Block 4, New City Block 2347, being Parcels 3661 & 3662.

b. \$3,250.00 payable to Alamo Title Company as escrow agent for Domingo Escamilla and Justina Escamilla for title to the east 27.80 foot tract out of Lot 2, Block 1, NCB 2347, being Parcel 3652.

c. \$1,700.00 payable to Guaranty Title Company as escrow agent for Broadway Oil Company for title to a tract of land out of Lots 9 and 10, Block 61, New City Block 7216, being Parcels 5665 & 5666.

Copies of the Warranty Deeds covering the above properties are filed herewith and incorporated herein by reference for all purposes.

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SECTION 3. Authorizing the transfer of the unappropriated balance of Fire Station Construction Bond Fund #479-04 to Fire Station Bonds, 1964 Fund #489-04 and appropriating \$7,000.00 thereof for purchase of property pertaining to Fire Station #30 to Stewart Title Company as escrow agent for Mary Podehl, also known as Emma Podehl, a feme sole for title to the West 122.45 feet of the East 562.60 feet of Lot 17, New City Block 10580, being Parcel 5806. A copy of the Warranty Deed is filed herewith and incorporated herein by reference for all purposes.

SECTION 4. Authorizing the transfer of \$3,145.00 from Account 70-01-01 to Special Project Account 09-04-20 for Blanco Road Widening Project and appropriating the same to Commercial Title Company as escrow agent for John S. Maxson, et al for title to 0.370 acre tract out of New City Block 11781, being Parcel 1. A copy of the Warranty Deed is filed herewith and incorporated herein by reference for all purposes.

SECTION 5. That the conveyance and dedication from Ben Sabedra and Estella Sabedra covering the east 4 feet of Lot 86, Block 17, New City Block 3460 in the City of San Antonio, Bexar County, Texas for the Theo Avenue Sanitary Sewer Project is hereby accepted. A copy of the conveyance and dedication of the foregoing described property is attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 14th day of May, 1964.


M A Y O R

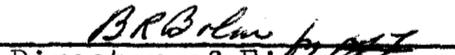
ATTEST:


City Clerk

APPROVED AS TO FORM:


City Attorney

APPROVED AS TO FUNDS:


Director of Finance

MAY 14 1964

AN ORDINANCE

32298

APPROPRIATING \$2,215.00 OUT OF HIGHWAY 90 WEST EXPRESSWAY BONDS FOR ACQUISITION OF RIGHT OF WAY; AUTHORIZING THE TRANSFER OF \$19,950.00 FROM THE GENERAL FUND TO STREET IMPROVEMENT BONDS, 1957 AND APPROPRIATING THE SAME FOR ACQUISITION OF RIGHT OF WAY FOR THE COLORADO-BRAZOS CONNECTION, AND THE FRESNO-OLMOS PAVING PROJECT; AUTHORIZING TRANSFER OF THE UNAPPROPRIATED BALANCE OF FIRE STATION CONSTRUCTION BOND FUND 479-04 TO FIRE STATION BONDS, 1964 FUND #478-04 AND APPROPRIATING \$7,000.00 THEREOF FOR PURCHASE OF PROPERTY PERTAINING TO FIRE STATION #30; AUTHORIZING THE TRANSFER OF \$3,145.00 FROM ACCOUNT 70-01-01 TO SPECIAL PROJECT ACCOUNT 09-04-20 FOR BLANCO ROAD WIDENING; ACCEPTING AN EASEMENT PERTAINING TO THEOR AVENUE SANITARY SEWER PROJECT.

PASSED AND APPROVED

Council Meeting MAY 14 1964 19.....

J. H. Isalmann
City Clerk

RECORDED

Minute Book HH Page 433

Ordinance Book 00 Page 318

DISTRIBUTION

VOTE

Meeting of the City Council MAY 14 1964 1964

Motion By dlj Ord.# 32298

Item # 5

Seconded By Cochell Case # _____

DEPARTMENT	DATE	ORD. RESOL.	CON-TRACT	COUNCIL MEMBER	ROLL CALL	AYE	NAY
Manager				WALTER W. McALLISTER Place 1 Mayor		✓	
Aviation (Intn. Airport)				GEORGE de la GARZA Place 2		✓	
Stinson Field				ROBERT C. JONES Place 3		✓	
Finance Director	4-14	1		JACK H. KAUFMAN Place 4		abs	
Budget	4-14	1		MRS. S.E. COCKRELL, JR. Place 5		✓	
Controller	4-14	1		JOHN GATTI Place 6, Mayor Pro-tem		✓	
Purchasing				ROY S. PADILLA Place 7		abs	
Fire Chief				DR. GERALD PARKER Place 8		✓	
Health Director				ROLAND C. BREMER Place 9		✓	
Housing & Insp. Director				Additional Information:			
Legal	4-14	1		1-366 = 29 C			
Land	4-14	1					
Library							
Parks & Recr.							
Personnel Planning Director							
Police Chief							
Public Serv. Brd.							
Public Works Director	4-14	1					
Traffic & Transp.							
Transit Board							
Urban Renewal							
Water Board							
Other:							

/le 10/29/63

1430.00
675 00
160 00
\$ 2215 00

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 4, 1964

FROM: Land Division

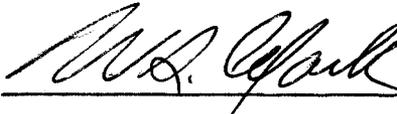
SUBJECT: Preparation of Ordinance, Parcel: 614-4914 & 615-4915
Project: U.S. 90 West Expressway

1. Amount to appropriate (or authorize payment): \$1,430.00
2. Title Company, as escrow agent: Stewart
3. Account or Fund: Highway 90 West Expressway Bonds, 1961, #479-16

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract. (NOTE: Deed will be in name of the State of Texas). Council action is requested for May 14th. A representative of the Land Division will be available for explanation to Council.

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: 

/le 2/27/63
Page 1 of 3 pages
/nhr 4-29-64

Parcel(s): 614-4914
and 615-4915
Project: U. S. 90 West
Title Co.: Stewart

**PURCHASE CONTRACT
For Participation Projects**

STATE OF TEXAS)
 (
COUNTY OF BEXAR)

This contract, made and entered in to on this the 1st. day of
May, 19 64, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

**Lots 35 and 36, Block 37, New City Block
8073, VILLA GUADALUPE THIRD FILING, in
the City of San Antonio, Bexar County,
Texas, according to a map or plat thereof
recorded in Volume 1625 at Page 83 of the
Deed and Plat Records of Bexar County, Texas;**

together with all improvements and other things incident or belonging thereto, including all of my/our right, title and interest in or to all adjoining streets or alleys.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Owner is retaining the title to the following described improvements located on the above described property, to-wit: **None**

~~AND SUBJECT, HOWEVER, to the limitation that in the event Owner fails or refuses for any reason to remove such above described improvements by , subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.~~

Total purchase price of \$ **1,430.00** is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes.

This land is being acquired for the purpose of constructing a freeway by the Texas Highway Department. The right-of-way of said highway is to be obtained by the City in the name of the State of Texas.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

STEWART TITLE Company shall act as escrow agent for the Owner, who upon demand by the City agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the State of Texas not later than 10 days after date of delivery of such deed.

The agreed purchase price is payable \$ **1,430.00** at the time of the delivery of such deed and \$ at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ as liquidated damages and proceed to obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, he does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damage to the above premises by fire or other casualty shall be at the risk of the owner and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

A policy of Title insurance will be obtained in the name of the State of Texas at its expense. Owner will pay for any necessary U. S. Documentary Stamps if such stamps are required.

Owner will pay all taxes on the above described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 1st. day of May, A. D. 19 64.

<u>OWNER</u>	<u>ADDRESS</u>	<u>PHONE NO.</u>
<u>/s/ A. H. Fenstermaker</u> A. H. FENSTERMAKER	<u>787 Terrell Road</u>	<u>TA 6-5090</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

WITNESS:

/s/ Virgil Ory Hagy

Accepted;

CITY OF SAN ANTONIO

By: _____

/le 10/29/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 14, 1964

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 570-4870
Project: U.S. 90 West Expressway

1. Amount to appropriate (or authorize payment): \$625.00
2. Title Company, as escrow agent: Stewart
3. Account or Fund: Highway 90 West Expressway Bonds, 1961, #479-16

Special Instructions Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract. (NOTE: Deed will be in name of the State of Texas). Council action is requested for May 14th. A representative of the Land Division will be available for explanation to Council.

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: 

/le 2/27/63
Page 1 of 3 pages
7/9/63

Parcel(s): **870-4870**
Project: **U. S. 90 West**
Title Co.: **Stewart**

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 28th day of April, 1964, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

Lot 23, Block 31, New City Block 5000, VILLA GUADALUPE, THIRD FILING, in the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Volume 1685 at Page 88 of the Deed and Plat Records of Bexar County, Texas.

together with all improvements and other things incident or belonging thereto, including all of my/our right, title and interest in or to all adjoining streets or alleys.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Owner is retaining the title to the following described improvements located on the above described property, to-wit: ~~None~~

~~AND SUBJECT, HOWEVER, to the limitation that in the event Owner fails or refuses for any reason to remove such above described improvements by ~~•••••~~ ~~•••••~~, subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.~~

Total purchase price of \$ 625.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes.

This land is being acquired for the purpose of constructing a freeway by the Texas Highway Department. The right-of-way of said highway is to be obtained by the City in the name of the State of Texas.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

Stewart Title Company shall act as escrow agent for the Owner, who upon demand by the City agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the State of Texas not later than 10 days after date of delivery of such deed.

The agreed purchase price is payable \$ 625.00 at the time of the delivery of such deed and \$ ••••• at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ ••••• as liquidated damages and proceed to obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, he does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damage to the above premises by fire or other casualty shall be at the risk of the owner and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

A policy of Title insurance will be obtained in the name of the State of Texas at its expense. Owner will pay for any necessary U. S. Documentary Stamps if such stamps are required.

Owner will pay all taxes on the above described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 28th day of April, A. D. 1966.

OWNER

ADDRESS

PHONE NO.

/s/ Mary Gloria
MARIA E. GLORIA

148 Artengo Street

OS 4-3123

/s/ Jesus Gloria
JESUS G. GLORIA

46 Manuel Lopez, apt.
301 Arth. Bldg.
CA 4-6552

/s/ Jesus E. Sanchez
JESUS E. SANCHEZ

c/o Rey Barrera
Attorney at Law
Frost National Bank Bldg.
CA 2-8675

WITNESS:

/s/ Virgil Ory Nagy

Accepted;

CITY OF SAN ANTONIO

By: ~~CLINT, LAND DIVISION~~

/le 10/29/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 4, 1964

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 607-4907
Project: U.S. 90 West Expressway

1. Amount to appropriate (or authorize payment): \$160.00
2. Title Company, as escrow agent: Stewart
3. Account or Fund: Highway 90 West Expressway Bonds, 1961, #479-16

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract. (NOTE: Deed will be in name of the State of Texas). Council action is requested for May 14th. A representative of the Land Division will be available for explanation to Council.

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: 

/ms 4-13-64

Parcel(s): **607-4907**

Project: **U. S. 90
West**

Title Co.: **Stewart**

**PURCHASE CONTRACT
For Participation Projects**

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 27th. day of April, 19 64, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

0.0063 of one acre of land, more or less, in New City Block 8074 in the City of San Antonio, same being out of and a part of Lots 25 and 26, Block 36, Villa Guadalupe (Third Filing) according to a map or plat thereof recorded in Volume 1425 at Page 82 of the Deed and Plat Records of Bexar County, Texas, which Lots 25 and 26 were conveyed to Rodolfo Valdes by deed dated February 15, 1947 of record in Volume 2347 at Page 343 of the Deed Records of Bexar County, Texas, which 0.0063 of one acre of land, more or less, is more particularly described by notes and bounds as follows:

BEGINNING at the point of intersection of the north right of way line of the proposed location of U. S. Highway 90 with the division line between Lots 24 and 25, Block 36, New City Block 8074 in the City of San Antonio, said point being southerly 110.98 feet along said lot division line from the northeast corner of Lot 25 on the south line of Calle Guamajuato;

THENCE, SOUTH 06° 14' 30" West, a distance of 11.00 feet along the division line between Lots 24 and 25 to the southeast corner of Lot 25;

THENCE, NORTH 83° 54' 10" West, a distance of 50.00 feet along the south line of Lots 25 and 26 to the southwest corner of Lot 26;

THENCE, NORTH 83° 41' 42" East, a distance of 51.22 feet along the north right of way line of the proposed location of U. S. Highway 90 to the point of BEGINNING,

together with all improvements and other things incident or belonging thereto, including all of my/our right, title and interest in or to all adjoining streets or alleys.

And for the same consideration described above and upon the same conditions, the Grantor(s) have this day granted and conveyed, and by these presents do grant and convey unto the State of Texas any and all abutter's rights of direct access from the remaining property out of which the above described premises was originally a portion. The use of and access to facilities constructed on said freeway from said remaining premises shall be the same as that enjoyed by the general public. It being expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by the deed.

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Owner is retaining the title to the following described improvements located on the above described property, to-wit: ~~None~~

~~AND SUBJECT, HOWEVER, to the limitation that in the event Owner fails or refuses for any reason to remove such above described improvements by subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.~~

Total purchase price of \$ 160.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes.

This land is being acquired for the purpose of constructing a freeway by the Texas Highway Department. The right-of-way of said highway is to be obtained by the City in the name of the State of Texas.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

STUART TITLE

STUART TITLE Company shall act as escrow agent for the Owner, who upon demand by the City agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the State of Texas not later than 10 days after date of delivery of such deed.

The agreed purchase price is payable \$ 160.00 at the time of the delivery of such deed and \$ at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ as liquidated damages and proceed to obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, he does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damage to the above premises by fire or other casualty shall be at the risk of the owner and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

A policy of Title insurance will be obtained in the name of the State of Texas at its expense. Owner will pay for any necessary U. S. Documentary Stamps if such stamps are required.

Owner will pay all taxes on the above described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 27th. day of April, A. D. 1964.

OWNER

ADDRESS

PHONE NO.

/s/ Rodolfo Valdez
RODOLFO VALDEZ

**12915 Redoubter Highway
Ottawa Lake, Michigan**

486-2483

/s/ Felipa Valdez
(WIFE OF RODOLFO VALDEZ)

WITNESS:

/s/ Ferris Cleveland

/s/ Iva Cleveland

Accepted;

CITY OF SAN ANTONIO

By: _____

/le 10/29/63

15000⁰⁰
3250⁰⁰
1700⁰⁰

19950⁰⁰

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 5, 1964

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 3661 & 3662
Project: Colorado-Brazos Connection

1. Amount to appropriate (or authorize payment): \$15,000.00
2. Title Company, as escrow agent: Alamo
3. Account or Fund: Authorizing the transfer from General Fund Account 09-04-15 to Street Improvement Bonds, 1957, #479-10 and appropriating therefrom.

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council is requested for May 14th. A representative of the Land Division will be available for explanation to Council.

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: A. W. Clark

File 5-9-62
Date 4-30-64

Parcel: 3661 and 3662

Project: Calcutta -
Russo Connection
Title Co.: Alamo

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That I/~~was~~ **MARCELLA FLORIAN, a widow,**

as seller, for and in consideration of the agreed purchase price of
(\$ 15,000.00) DOLLARS, and upon the terms and conditions hereof,
contract to grant, sell and convey by general warranty deed to the City
of San Antonio, as buyer, a good and indefeasible fee simple title, free
and clear of all liens and encumbrances of every kind (except liens for
current taxes and assessments), to the following described premises
situated within the corporate limits of the City of San Antonio, Bexar
County, to-wit:

**All of Lots 10 and 11, Block 4, New City Block 2367,
situated within the corporate limits of the City of
San Antonio, Bexar County, Texas;**

together with all improvements and other things incident or belonging
thereto, including all of my/our right, title and interest in or to all
adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and
compensation for all demands and damages to the remaining premises of
the seller, if any, together with, but not limited to, the following:

ALAMO TITLE

Alamo Title Company shall act as escrow
agent and the seller upon demand by the buyer agrees to deliver such
deed duly executed to the escrow agent at its San Antonio office and to
surrender possession of the above described premises to the buyer not
later than 90 days after the date of the delivery of such deed.

The agreed purchase price is payable \$ 13,500.00, at the time of
the delivery of such deed and \$ 1,500.00, at the time possession of
the above described premises is delivered to the buyer. Time is of the
essence of this contract and in the event possession is not delivered to
the buyer within 90 days of the date of the delivery of such deed,

the seller agrees that the buyer may retain such amount of \$1,000.00 as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 23 day of April, A. D. 19

G.

/s/ Marcela Tijerina

WITNESS:

/s/ E. A. Kramer

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

/le 10/29/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 5, 1964

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 3652
Project: Colorado-Brazos Connection

1. Amount to appropriate (or authorize payment): \$3,250.00
2. Title Company, as escrow agent: Alamo
3. Account or Fund: Authorizing the transfer from General Fund Account 09-04-15 to Street Improvement Bonds, 1957, #479-10 and appropriating therefrom.

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for May 14th.

A representative of the Land Division will be available for explanation to Council.

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: *M. A. Clark*

File 5-9-62

Sub 4-21-64

Parcel: 2638

Project: Colorado and
Benson Connection

Title Co.: Alamo

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That ~~we~~/we, **DOMINGO ESCOBILLA and wife, JUSTINA ESCOBILLA,**

as seller, for and in consideration of the agreed purchase price of

(\$ 2,200.00) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, to-wit:

The East 27.00 Feet tract out of Lot 2, Block 1, N.C.B. 2347, San Antonio, Bexar County, Texas, being more particularly described as follows:

BEGINNING at the southeast corner of Lot 2, Block 1, New City Block 2347, said corner being on the north line of Saunders Avenue and 111.00 feet east of the east line of Benson Street.

THENCE, westerly, along the north line of Saunders Avenue a distance of 27.00 feet to a point;

THENCE, northerly, along a line parallel to the east line of Lot 2 a distance of 97.48 feet to a point on the north line of said lot;

THENCE, easterly, along the north line of Lot 2 a distance of 27.00 feet to a point, said point also being the northeast corner of said lot;

THENCE, southerly, along the east line of Lot 2, a distance of 97.48 feet to the point of beginning.

together with all improvements and other things incident or belonging thereto, including all of my/our right, title and interest in or to all adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

ALAMO TITLE

Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 30 days after the date of the delivery of such deed.

The agreed purchase price is payable \$ 2,200.00 at the time of the delivery of such deed and \$ 0.00 at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 30 days of the date of the delivery of such deed,

the seller agrees that the buyer may retain such amount of \$ ~~400.00~~ as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 28th. day of April, A. D. 1964.

/s/ Domingo Escamilla

~~DOMINGO ESCAMILLA~~

/s/ Justina Escamilla

~~JUSTINA ESCAMILLA~~

WITNESS:

/s/ Celia Rios

/s/ Eligio Vasquez

~~1215 Commerce Street -~~

ACCEPTED:

CITY OF SAN ANTONIO

By:

CHIEF, LAND DIVISION

/le 10/29/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 5, 1964

FROM: Land Division

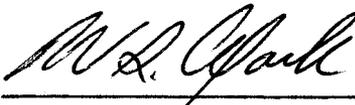
SUBJECT: Preparation of Ordinance, Parcel: 5665 & 5666
Project: Fresno & Olmos Paving

1. Amount to appropriate (or authorize payment): \$1,700.00
2. Title Company, as escrow agent: Guaranty
3. Account or Fund: Authorizing the transfer from General Fund Account 09-04-15 to Street Improvement Bonds, 1957, #479-10 and appropriating therefrom.

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for May 14th. A representative of the Land Division will be available for explanation to Council.

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: 

7/10/63

Pages: 5665 and 5666

Project: Fresno - Olmos
Paving

Title Co.: Guaranty

SALES AGREEMENT

STATE OF TEXAS

COUNTY OF BEXAR

That BROADWAY OIL COMPANY, a corporation, duly incorporated and doing business under the laws of the State of Texas, acting by and through its duly authorized officers pursuant to a resolution by its Board of Directors, as seller, for and in consideration of the agreed purchase price of \$1,700.00, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, to-wit:

A tract of land out of Lots 9 and 10, Block 61, New City Block 7216, Los Angeles Heights Addition, San Antonio, Bexar County, Texas, according to plat recorded in Volume 105, Page 284, Bexar County Deed and Plat Records, being more particularly described as follows, to-wit:

BEGINNING at a point, said point being the southwest corner of Olmos Drive and Blanco Road intersection, and the northeast corner of Lot 10, Block 61, New City Block 7216.

THENCE; in a southerly direction along the east property line of Lot 10, Block 61, New City Block 7216, and the west property line of Blanco Road, a distance of 16.50 feet to a point.

THENCE; in a northwesterly direction along a curve with a radius of 9.0 feet and an interior angle of 90°, a distance of 14.14 feet to a point of tangency.

THENCE; in a westerly direction along a line 7.50 feet from and parallel to the north property line of Lot 9 and 10, Block 61, New City Block 7216, and the south property line of Olmos Drive, a distance of 91.00 feet to a point on the west property line of Lot 9, Block 61, New City Block 7216, and the east property line of Lot 8, Block 61, New City Block 7216.

THENCE; in a northerly direction along the west property line of Lot 9, Block 61, New City Block 7216, and the east property line of Lot 8, Block 61, New City Block 7216, a distance of 7.50 feet to a point, said point being the northeast corner of Lot 9, Block 61, New City Block 7216, and the northeast corner of Lot 8, Block 61, New City Block 7216.

THENCE; in an easterly direction along the north property line of Lots 9 and 10, Block 61, New City Block 7216, and the south property line of Olmos Drive, a distance of 100.00 feet to the place of beginning,

(Sellers agree to furnish partial release of lien and partial release of lease.)

(The City of San Antonio agrees to reconstruct the curbs and approaches without any material change in grade.)

together with all improvements and other things incident or belonging thereto, including all of my/our right, title and interest in or to all adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

GUARANTY ABSTRACT & TITLE Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 30 days after the date of the delivery of such deed.

The agreed purchase price is payable \$1,550.00, at the time of the delivery of such deed and \$150.00, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 30 days of the date of the delivery of such deed, the seller agrees that the buyer may retain such amount of \$150.00 as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 24 day of April, A. D., 1964.

ATTEST:

BROADWAY OIL COMPANY

/s/ Darlene Fuhrmann
Secretary

BY: /s/ Carl Fuhrmann
President

WITNESS:

ACCEPTED:

CITY OF SAN ANTONIO
BY:

Chief, Land Division

Partial release of lien and partial release of lease referred to herein has been Recorded #573893, 12:47 P.M., April 23, 1964, Bexar County Records.

/le 10/29/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 5, 1964

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 5806
Project: Fire Station #30

1. Amount to appropriate (or authorize payment): \$7,000.00
2. Title Company, as escrow agent: Stewart
3. Account or Fund: The unappropriated fund balance of Fire Station Construction Bond, Fund #479-04, is hereby transfered to Fire Station Bonds, Series 1964, Fund #489-04 (above \$7,000.00 is to be ^{appropriated} appropriated from the latter fund.)
authored

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for May 14th.

A representative of the Land Division will be available for explanation to Council

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: *W. Q. Park*

5/4/64

Parcel: 5806

Project: Fire Station #30

Title Co.: Stewart

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That I/~~we~~, **MARY PODEHL, also known as KIMA PODEHL, a feme sole**

as seller, for and in consideration of the agreed purchase price of

(\$ 7,000.00) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, to-wit:

The West 122.45 feet of the East 562.60 feet of Lot 17, New City Block 10580, Salado Irrigated Gardens, and being further described as a tract of land fronting 122.45 feet on the North side of Gambler Road and extending back in a northerly direction between two parallel lines a depth of 239.1 feet. The East line of this tract being 60 feet west of a 60 foot by 239.1 foot tract of land. Conveyed to John P. Crosser and wife Viola R. Crosser by gift Deed #954967 dated February 16, 1955. Recorded March 10, 1955 in Volume 3633, page 250.

together with all improvements and other things incident or belonging thereto, including all of my ~~own~~ right, title and interest in or to all adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

STEWART TITLE Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 10 days after the date of the delivery of such deed.

The agreed purchase price is payable \$ 7,000.00, at the time of the delivery of such deed and \$ -----, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 10 days of the date of the delivery of such deed,

the seller agrees that the buyer may retain such amount of \$ --- as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 4th day of MAY, A. D. 1964.

Mary Pöschel
MARY PÖSCHL, also known as
EMMA PÖSCHL, a feme sole

WITNESS:

Paul J. Bennett

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

/le 10/29/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 7, 1964

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 1
Project: Blanco Road Widening

1. Amount to appropriate (or authorize payment): \$3,145.00
2. Title Company, as escrow agent: Commercial
3. Account or Fund: Authorizing transfer from 70-01-01 to Special Projects Account #09-04-20 and authorizing payment therefrom.

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for May 14, 1964.

A representative of the Land Division will be available for explanation to Council.

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: 

File 5-9-62
/mg 4/29/64

Parcel: 1
Project: Blanco Rd. Widening
Title Co.: Commercial

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That I/we, JOHN S. MARION (non-homestead property), H. KENNETH MARONEY (non-homestead property), KENNETH D. DEALEY (non-homestead), JOHN L. HENDRY, III (non-homestead property) and SUET L. JOINER (non-homestead property),

as seller, for and in consideration of the agreed purchase price of
- - -THREE THOUSAND ONE HUNDRED FORTY-FIVE AND NO/100- - - - -
(\$ 3,145.00) DOLLARS, and upon the terms and conditions hereof,

contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, to-wit:

A 0.370 acre tract out of New City Block 11781 out of the J. M. Harvey Original Survey No. 85, Abstract 315, County Block 5002, San Antonio, Bexar County, Texas, being more fully described as follows:

BEGINNING at a point on the west right of way line of Blanco Road, said point being South 83° 30' West 25.00 feet from the southeast corner of Windsor Hills Subdivision, Unit 1, a subdivision recorded in Volume 3975, page 280 in the Deed and Plat Records of Bexar County, Texas;

THENCE South 06° 31' 30" East 432.52 feet to the beginning of a curve to the right having a radius of 661.78 feet;

THENCE along said curve an arc distance of 231.14 feet to the beginning of a curve to the right having a radius of 50.00 feet;

THENCE along said curve an arc distance of 103.60 feet to a point on the north right of way line of Lockhill Selma Road;

THENCE North 45° 41' 30" West 21.47 feet along the north right of way line of Lockhill Selma Road;

THENCE in an easterly direction along an arc of a curve to the left having a radius of 50.00 feet an arc distance of 106.93 feet to the beginning of a curve to the left having a radius of 759.02 feet;

THENCE along said curve an arc distance of 202.72 feet;

THENCE North 06° 31' 30" West 429.80 feet to the northwest corner of this tract;
THENCE North 83° 30' East 25.00 feet to the point of beginning, containing 0.370 acres (16,124 sq. ft.) more or less;

together with all improvements and other things incident or belonging thereto, including all of my/our right, title and interest in or to all adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

COMMERCIAL ABSTRACT & TITLE

Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 10 days after the date of the delivery of such deed.

The agreed purchase price is payable \$ 3,145.00 at the time of the delivery of such deed and \$ at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 10 days of the date of the delivery of such deed,

the seller agrees that the buyer may retain such amount of \$ ---- as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 6th. day of May, A. D. 1964.

/s/ John S. Maxson
JOHN S. MAXSON

/s/ M. Kenneth Mahoney
M. KENNETH MAHONEY

/s/ Kenneth D. Dealey
KENNETH D. DEALEY

/s/ John L. Hendry, III
JOHN L. HENDRY, III

/s/ Burt L. Joiner
BURT L. JOINER

WITNESS:

/s/ Henry Montoya

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

Me 10/29/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: May 5, 1964

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: Misc. Easements & Dedications
Project: Theo Avenue Sanitary Sewer

1. Amount to appropriate (or authorize payment): None involved.
2. Title Company, as escrow agent: None involved.
3. Account or Fund: None involved.

Special Instructions: Please prepare an Ordinance or Resolution accepting an Easement

(Dedication) per attached copy. Council action is requested for May 14th. A

representative of the Land Division will be available for explanation to Council

FINAL ITEM: Please furnish to the Land Division, prior to Council action, a copy of the prepared ordinance, along with the original and five copies of any instrument required. This form is to be placed in and remain in file.

LAND DIVISION

BY: 

Easement No: Misc.

Project:

EASEMENT - (Dedication)

STATE OF TEXAS)
(
COUNTY OF BEXAR)

KNOW ALL MEN BY THESE PRESENTS:

That we, BEN SABEDRA and wife, ESTELIA SABEDRA,

of Bexar County, Texas, dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way four (4) feet in width for sewer line(s) with all necessary lateral or desirable appurtenances at or near the location, and along the general course now located and staked out by the said City of San Antonio, over, across, and upon the following described lands located in Bexar County, Texas, to-wit:

The East 4 feet of Lot 86, Block 17, New City
Block 3460 in the City of San Antonio, Bexar
County, Texas.

Together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said lines(s) and appurtenances; the right to re-locate said line(s) within said right of way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantors expressly covenant and agree for themselves, their heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right of way shall be abandoned.

And ~~we~~ we do hereby bind ~~ourselves~~/ourselves, ~~and~~ our heirs and legal representatives, to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

1964 WITNESS hand, this 26th day of March, A. D.

Ben Sabedra
BEN SABEDRA
Estella Sabedra
ESTELLA SABEDRA

STATE OF TEXAS)
(
COUNTY OF BEJAR)

BEFORE ME, the undersigned authority, on this day personally appeared, known to me to be the person(s) whose name(s) is/are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this day of, A. D. 1964.

Notary Public in and for Bexar County,
T E X A S

STATE OF TEXAS)
(
COUNTY OF BEJAR)

BEFORE ME, the undersigned authority, on this day personally appeared, BEN SABEDRA and wife, ESTELLA SABEDRA known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and consideration therein expressed. And the said ESTELLA SABEDRA, wife of BEN SABEDRA, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said ESTELLA SABEDRA, acknowledged such instrument to be her act and deed and declared that she had willingly signed the same for the purposes and consideration therein expressed and that she did not wish to retract it.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 26th day of March, A. D. 1964.

Jennell M. Kay
Notary Public in and for Bexar County,
T E X A S
JENNELL M. KAY