JFN:lk
8-9-66

AN ORDINANCE 34708

APPROPRIATING $16,565.00 OUT OF 1964 STREET IMPROVEMENT BONDS, NO. 489-01 FOR ACQUISITION OF RIGHT OF WAY FOR BLANCO ROAD WIDENING, DIVISION AVENUE WIDENINGAND HILLCREST DRIVE PAVING PROJECT; APPROPRIATING $79,660.00 OUT OF 1961 NORTH EXPRESSWAY BONDS NO. 479-19 FOR RIGHT OF WAY ACQUISITION; APPROPRIATING $154,341.00 OUT OF 1964 PARK IMPROVEMENT BONDS FOR PURCHASE OF PROPERTY IN CONNECTION WITH THE NORTHEAST METROPOLITAN PARK PROJECT AND ACCEPTING CERTAIN DEDICATIONS PERTAINING TO HARDSHIP AREA NO. 2 SEWER LINE.

* * *

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

SECTION 1. Appropriating $16,565.00 out of 1964 Street Improvement Bonds No. 489-01, for acquisition of right of way pertaining to the following projects:

a. $13,000.00 payable to Stewart Title Company as escrow agent for Alice Scott, a widow, for title to a 6690 square foot tract of land in Lot 78A, Block C, NCB 11524, San Antonio, Bexar County, Texas, being Parcel No. 6111, pertaining to Hillcrest Drive Paving Project.

b. $350.00 payable to Stewart Title Company as escrow agent for Edward William Poth and wife, Anna Belle Poth, for title to a 918 square foot tract of land out of West 138 feet of Lot 75, Block C, NCB 11524, Woodlawn Hills Subdivision, San Antonio, Bexar County Texas, pertaining to Hillcrest Drive Paving Project, being Parcel No. 6117.

c. $1,690.00 payable to Stewart Title Company as escrow agent for Humble Oil and Refining Company, for title to a 1010 square foot tract of land in Lot 21, NCB 8394, San Antonio, Bexar County, Texas, being Parcel No. 6118, pertaining to the Hillcrest Drive Paving Project.

d. $1,275.00 payable to Alamo Title Company as escrow agent for Bernard T. Castor and wife, Julia R. Castor, for title to 0.0655 of one acre of land, more or less, in NCB 11714, San Antonio, Bexar County, Texas, being Parcel No. 6299, pertaining to the Blanco Road Widening Project.

e. $250.00 payable to Commercial Abstract & Title Company as escrow agent for Narciso Longoria and wife, Christine C. Longoria, for title to a 550 square foot parcel out of Lot 4, Block 1, NCB 7785, San Antonio, Bexar County, Texas, being Parcel No. 6308, pertaining to the Division Avenue Widening Project.

SECTION 2. The sum of $79,660.00 is hereby appropriated out of North Expressway Bonds, 1961, No. 479-19, for acquisition of right of way pertaining to the U. S. 281 North Project, as follows:

a. $11,730.00 payable to Stewart Title Company as escrow agent for Johnny Owen Leigh, for title to Lot 2, Block 20, NCB 13035, San Antonio, Bexar County, Texas, being Parcel No. 34-6434.

66979

(10)

b. $9,450.00 payable to Stewart Title Company as escrow agent for Lee Roy Gerdes and Evelyn Gerdes, for title to 0.4534 of an acre of land, more or less, in NCB 11971, the same being all of Lot 36, Block 7, NCB 11971, San Antonio, Bexar County, Texas, being Parcel No. 130-6530.

c. $12,950.00 payable to Security Title & Trust Company as escrow agent for Hugh M. Baird and Effie Baird, for title to Lot 22, NCB 6518, San Antonio, Bexar County, Texas, being Parcel No. 163-6563.

d. $13,120.00 payable to Security Title & Trust Company as escrow agent for H. Frank Jordan and Gladys Jordan, for title to Lot 11, and the West 10 feet of Lot 12, Block 1, NCB 6200, San Antonio, Bexar County, Texas, the same being Parcel No. 198-6598.

e. $9,475.00 payable to Security Title & Trust Company as escrow agent for Natalia F. Rodriguez, a widow, for title to Lot 48, NCB 6461, San Antonio, Bexar County, Texas, being Parcel No. 207-6607.

f. $9,700.00 payable to Security Title & Trust Company as escrow agent for Jesus M. Penaloza and Joaquina J. de Penaloza, for title to Lot 28, NCB 6461, San Antonio, Bexar County, Texas, being Parcel No. 216-6616.

g. $9,225.00 payable to Security Title & Trust Company as escrow agent for Beryl S. Sampson, a widow, for title to Lot 8, Block 8, NCB 3092, San Antonio, Bexar County, Texas, being Parcel No. 270-6670.

h. $4,010.00 payable to Security Title & Trust Company as escrow agent for Beryl S. Sampson, for title to West 8 feet of Lot 20 and the East 34 feet of Lot 21, Block 7, NCB 3091, San Antonio, Bexar County, Texas, being Parcel No. 285-6685.

SECTION 3. The sum of $154,341.00 is hereby appropriated out of 1964 Park Improvement Bonds, No. 489-03, payable to Security Title Company as escrow agent for Lloyd A. Denton and Bernard Kost, for title to a 137.192 acre tract of land out of Antonio Perez Survey No. 10, and Louis Kneipp Survey No. 11, Bexar County, Texas, being Parcel No. 6069, pertaining to the Northeast Metropolitan Park Project.

SECTION 4. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 38, Block 12, NCB 8322, San Antonio, Bexar County, Texas, from T. M. Cortez and wife, Mary Cortez, d/b/a Diamond Auto Sales, being Parcel No. E-781, is hereby accepted.

SECTION 5. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 66, Block 11, NCB 8321, and a strip of land in Lot 37, Block 11, NCB 8321, San Antonio, Bexar County, Texas, from Maria Aranda, a widow, being Parcels No. E-782 and E-783, are hereby accepted.

SECTION 6. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 66, Block 10, NCB 8320, San Antonio, Bexar County, Texas, from L. W. Fenstermaker, being Parcel No. E-784, is hereby accepted.

SECTION 7. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 37, Block 10, NCB 8320, San Antonio, Bexar County, Texas, from Henry Romo and wife, Alice Romo, being Parcel No. E-785, is hereby accepted.

SECTION 8. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 69, Block 9, NCB 8319, from Henry Romo and wife, Alice Romo, being Parcel No. E-786, is hereby accepted.

SECTION 9. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 34, Block 9, NCB 8319, from Susie Z. Benavides, being Parcel No. E-787, is hereby accepted.

SECTION 10. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 66, Block 8, NCB 8318, and a strip of land in Lot 65, Block 8, NCB 8318, San Antonio, Bexar County, Texas, from C. W. Fenstermaker, being Parcels No. E-788 and E-789, are hereby accepted.

SECTION 11. An Easement-Dedication for Hardship Area #2, being a strip of land in Lot 65, Block 12, NCB 8322, from Martin Epstein, being Parcel No. E-780, is hereby accepted.

SECTION 12. An Easement-Dedication for Hardship Area #2 Sanitary Sewer Line, being a strip of land in Lot 38, Block 8, NCB 8318, San Antonio, Bexar County, Texas, from Agripina Rodriguez, a widow, being Parcel No. E-790, is hereby accepted.

Copies of all of the above conveyance documents containing detailed field notes of the properties involved are attached hereto and incorporated herein by reference.

PASSED AND APPROVED this 11th day of August, 1966.

W W McAlister
M A Y O R

ATTEST:

J H Trueldwaw
City Clerk

APPROVED AS TO FORM: Sam S. Woolf
City Attorney

DISTRIBUTION

	DEPARTMENT	DATE	ORD. OR RESOL.	CONTRACT
	AVIATION DIRECTOR			
	STINSON FIELD			
	BUDGET			
	CITY MANAGER			
	ASST. CITY MGR.			
	CITY PUBLIC SERVICE			
	CITY WATER BOARD			
	COMMERCIAL RECORDER			
	FINANCE DIRECTOR			
	ASSESSOR & COLL.			
	CONTROLLER			
	CORP. COURT			
	INTERNAL AUDIT			
	PROPERTY RECORDS			
	PURCHASING			
	FIRE CHIEF			
	HEALTH DIRECTOR			
	HOUSING & INSP. DIR.			
	LEGAL			
	BACK TAX ATTY.			
	CONDEMNATION ATTY.			
	LAND. DIV.			
	LIBRARY DIRECTOR			
	PARKS & REC. DIR.			
	PERSONNEL DIRECTOR			
	PLANNING DIRECTOR			
	POLICE CHIEF			
	PUBLIC INFORMATION			
	PUBLIC WORKS DIR.			
	ASST. DIRECTOR			
	TRAFFIC & TRANSP.DIR.			
	URBAN RENEWAL AGENCY			
	OTHER:			

REMARKS:

J. H. INSELMANN

ITEM NO. 10

66979

ROLL CALL VOTE

MEETING OF THE CITY COUNCIL DATE:

MOTION BY: SECONDED BY:

ORD. NO. 34708 ZONING CASE

RESOL. PETITION

COUNCIL MEMBER	ROLL CALL	AYE	NAY
WALTER W. MC ALLISTER PLACE NO. 1, MAYOR		✓	
DR. HERBERT CALDERON PLACE NO. 2		abs	
ROBERT C. JONES PLACE NO. 3		✓	
S. H. JAMES PLACE NO. 4		abs	
MRS. S. E. COCKRELL, JR. PLACE NO. 5		✓	
JOHN GATTI PLACE NO. 6, MAYOR PRO-TEM		✓	
FELIX B. TREVINO PLACE NO. 7		✓	
GERALD PARKER PLACE NO. 8		✓	
ROLAND C. BREMER PLACE NO. 9		✓	

BRIEFED BY:

ADDITIONAL INFORMATION:

Thank
City atty's
Copy

CITY OF SAN ANTONIO

CARBON COPY

City Manager

City Attorney

Land Division Right-of-way Acquisition File

Transmittal of Ordinance authorizing purchase and appropriating payment for rights-of-way.

August 8, 1966

The attached ordinance accepts 3 Warranty Deeds and appropriates $13,000.00 for Parcel 6111; $350 for Parcel 6117; and $1,690.00 for Parcel 6118 in connection with the Hillcrest Paving Project.

The ordinance accepts a Warranty Deed and appropriates $1,275.00 for Parcel 6299 in connection with the Blanco Road Widening Project.

The ordinance accepts a Warranty Deed and appropriates $250.00 for Parcel 6308 in connection with the Division Avenue Widening Project.

The ordinance accepts 8 Warranty Deeds and appropriates $11,730.00 for Parcel 34-6434; $9,450.00 for Parcel 130-6530; $12,950.00 for Parcel 163-6563; $13,120.00 for Parcel 198-6598; $9,475.00 for Parcel 207-6607; $9,700.00 for Parcel 216-6616; $9,225.00 for Parcel 270-6670; and $4,010.00 for Parcel 285-6685 in connection with U. S. 281 North Expressway Project (50-50 Participation with State of Texas).

The ordinance accepts 9 Permanent and Temporary Easement Dedications in connection with Hardship Area #2 Sanitary Sewer Line Project.

The ordinance accepts a Warranty Deed and appropriates $154,341.00 for Parcel 6069 in connection with the Northeast Metropolitan Park Project.

Council action is requested for August 11th.

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

SAM S. WOLF
City Attorney

BY: W. S. Clark
W. S. Clark
Chief, Land Division

WSC:mig
Attach.
P.S. (City Attorney):
Please prepare the necessary ordinance and furnish the Land Division with a copy of same prior to Council action. Pertinent information sheets and copies of the instruments are attached hereto for your use in preparation of same.

WSC

10

TO: City Clerk

DATE: 8/12/66

FROM: Land Division

SUBJECT: Easement - Dedication

PARCEL NO: E-786

PROJECT: Hardship Area #2 San. Sewer Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. #34708
8/11/66

Co. Clerk for
Filing 8/15/66

M. A. Clark

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-786
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): none

2. Title Company, as escrow agent: None involved

3. Account or Fund: None

Special Instructions: Please prepare an ordinance accepting a Dedication per attached copy. Council action is requested for August 11th. A ~~xxxxxxxx~~ 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: [signature]

/le
12/3/64
/mig 7/19/66

Parcel: E-786

Project: Hardship Area #2
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That we, HENRY ROMO and wife, ALICE ROMO,

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

BEING a strip of land in Lot 69, Block 9, New City Block 8319, 10.0 feet in width, parallel and adjacent to the West line of Lot 69 and the East line of Lot 68, from the North side of Azucena Street and the South line of Lot 69 North to the North line of Lot 69 and the South line of Lot 34 and containing 0.027 of an acre of land more or less;

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 **ourselves,** , **our** heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

A temporary construction easement 10 feet in width, parallel and immediately East of the 10.0 foot permanent easement described above,

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 do hereby bind ourselves, our heirs, legal representatives, successors and/or assigns 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.

WITNESS ~~25th~~ our hand, this 25th day of July, A. D. 1966.

/s/ Henry Romo
HENRY ROMO

/s/ Alice Romo
ALICE ROMO

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority on this day personally appeared HENRY ROMO and ALICE ROMO, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said ALICE ROMO, wife of the said HENRY ROMO, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said ALICE ROMO, acknowledged such instrument to be her act and deed, and she 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 on this 25th day of July, A. D. 1966.

/s/ Virgil Ory Hagy
Notary Public in and for Bexar County, Texas

(Add acknowledgment)

TO: City Clerk

DATE: 8/12/66

FROM: Land Division

SUBJECT: Easement - Dedication

PARCEL NO: E-790

PROJECT: Hardship Area #2 San. Sewer Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. # 34708
- 8/11/66

Co. Clerk for
Filing 8/15/66

M. L. Clark

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-790
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): none.

2. Title Company, as escrow agent: None involved

3. Account or Fund: None.

Special Instructions: Please prepare an Ordinance accepting a Dedication per attached copy. Council action is requested for August 11th. 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: [signature]

/le
12/3/64
/le 6/22/66

Parcel: E-790

Project: Hardship Area #2
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That I, AGRIPINA RODRIGUEZ, a widow

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

BEING a strip of land in Lot 38, Block 8, New City Block 8318, 10.0 feet in width, parallel to an adjacent to the East line of Lot 38, and West line of Lot 37, from the South line of Lot 38, and North line of Lot 65 North to the South line of Mascota Street and North line of Lot 38, and containing 0.027 of an acre of land more or less,

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 **myself** , **my** heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

A temporary construction easement 10 feet in width, parallel and immediately West of the 10.0 foot permanent easement described above,

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 I do hereby bind myself , my heirs, legal representatives, successors and/or assigns 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.

WITNESS my hand , this 27th day of June , A. D. 1966.

/s/ Agripina Rodriguez
AGRIPINA RODRIGUEZ, a widow

STATE OF TEXAS)
(
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared AGRIPINA RODRIGUEZ, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 27th day of June , A. D., 1966.

/s/ John P. Hall
Notary Public in and for Bexar County,
T E X A S

(Add acknowledgment)

TO: City Clerk

DATE: 8/12/66

FROM: Land Division

SUBJECT: Easement - Dedication

PARCEL NO: E-785

PROJECT: Hardhsip Area #2 San. Sew. Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. #34708
8/11/66

Co. Clerk for
Filing 8/15/66

M. D. Ogle

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-785
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): None

2. Title Company, as escrow agent: None involved

3. Account or Fund: None

Special Instructions: Please prepare an Ordinance accepting a Dedication per attached copy. Council action is requested for August 11th. 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. S. Gall

/le
12/3/64
/le 6/7/66

Parcel: E-785

Project: Hardship Area #2
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That I, HENRY ROMO and wife, ALICE ROMO

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

Being a strip of land in Lot 37, Block 10, N.C.B. 8320, 10.0 feet in width, parallel and adjacent to the East and South lines of Lot 37 and more fully described as follows:

BEGINNING at a point being the Southeast corner of Lot 37, Block 10, N.C.B. 8320;

THENCE; N 84° 29' W along the South line of Lot 37 and North line of Lot 66, 25.00 feet to a point;

THENCE; N 5° 31' E along a line parallel to the East line of Lot 37, 10.00 feet to a point;

THENCE; S 84° 29' E along a line parallel to the South line of Lot 37, 15.00 feet to a point;

THENCE; N 5° 31' E along a line parallel to the East line of Lot 37, 109.00 feet to a point onthe North line of Lot 37;

THENCE; S 84° 29' E along the North line of Lot 37 and South line of Azucena Street, 10.00 feet to a point being the Northeast corner of Lot 37;

THENCE; S 5° 31' W along the East line of Lot 37 and West line of Lot 36, 119.00 feet to the point of beginning and containing 0.031 of an acre of landmre or less,

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 ourselves, our heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

A Temporary working easement 10 feet in width, parallel and immediately East and North of the 10.00 foot permanent easement described above,

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 do hereby bind ourselves, our heirs, legal representatives, successors and/or assigns 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.

WITNESS our hands, this 7th day of July, A. D. 1966.

/s/ Henry Romo
HENRY ROMO

/s/ Alice Romo
ALICE ROMO

STATE OF TEXAS)
(
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared HENRY ROMO and ALICE ROMO, his wife, both known to me to be the persons whose names are subscribed tothe foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said ALICE ROMO, wife of the said HENRY ROMO, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said ALICE ROMO, acknowledged such instrument to be her act and deed, and she 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 on this the 7th day of July, A. D., 1966.

/s/ Virgil Ory Hagy
Notary Public in and for Bexar County,
TEXAS

(Add acknowledgment)

TO: City Clerk

DATE: 8/12/66

FROM: Land Division

SUBJECT: Easement - Dedication

PARCEL NO: E-782 & E-783

PROJECT: Hardship Area #2 San/ Sew. Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. #34708
8/11/66

Co. Clerk for.
Filing 8/15/66

W.A. Clark

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-782 & E-783
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): None

2. Title Company, as escrow agent: None involved

3. Account or Fund: None

Special Instructions: Please prepare an Ordinance accepting a Dedication per attached copy. Council action is requested for August 11th. 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. L. Clark

/le
12/3/64
/le 6/10/66

Parcel: **E-782 & E-783**

Project: **Hardship Area #2**
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That **I, MARIA ARANDA, a widow**

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way **Ten (10)** feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

Parcel E-782:

BEING a strip of land in Lot 66, Block 11, N.C.B. 8321, 10.0 feet in width, parallel with and adjacent to the West line of Lot 66, and the East line of Lot 65, from the North side of Coyol and the South line of Lot 66 North to the North line of Lot 66 and South line of Lot 37 and containing 0.027 of an acre of land more or less,

Parcel E-783:

BEING a strip of land in Lot 37, Block 11, N.C.B. 8321, 10.0 feet in width, parallel with and adjacent to the West line of Lot 37, and the East line of Lot 38, from the North side of the South line of Lot 37, and the North side of Lot 66 North to the South line of Amires Street and North line of Lot 37, and containing 0.027 of an acre of land more or less,

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 **myself** , **my** heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

Parcel E-782:

A temporary construction easement 10 feet in width, parallel and immediately East of the 10.0' permanent easement described above,

Parcel E-783:

A temporary construction easement 10 feet in width and parallel and immediately East of the 10.0 foot permanent easement described above,

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 I do hereby bind myself , my heirs, legal representatives, successors and/or assigns 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.

WITNESS my hand , this 15th day of June , A. D. 1966.

/s/ Maria Aranda
MARIA ARANDA, a widow

STATE OF TEXAS)
(
COUNTY OF BEXAR)

BEFORE ME, The undersigned authority, on this day personally appeared MARIA ARANDA, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this the 15th day of June , A. D., 1966.

/s/ Virgil Ory Hagy
Notary Public in and for Bexar County, TEXAS

(Add acknowledgment)

TO: City Clerk

DATE: 8/12/66

FROM: Land Division

SUBJECT: Easement-dedication

PARCEL NO: E-780

PROJECT: Hardship Area #2 San. Sewer Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. #34708
8/11/66

Co. Clerk for
Filing 8/15/66

M. B. Clark

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-780
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): None

2. Title Company, as escrow agent: None involved

3. Account or Fund: None involved

Special Instructions: Please prepare an Ordinance accepting an Easement (Dedication) per attached copy. Council action is requested for August 11th. 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.L. Clark

/le
12/3/64
/mig 7/19/66

Parcel: E-780

Project: Hardship Area #2
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That I, MARTIN EPSTEIN, owning, occupying and claiming other property as my homestead, dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

BEING a strip of land in Lot 65, Block 12, New City Block 8322, 10.00 feet in width, parallel with and adjacent to the East line of Lot 65 and the West line of Lot 66, from the North side of Fortuna Avenue and the South line of Lot 65, North to the North line of Lot 65 and South line of Lot 38, and containing 0.028 of an acre of land, more or less;

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 **myself** , **my** heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

A temporary construction easement 10 feet in width, parallel and immediately West of the 10.0 foot permanent easement described above,

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 I do hereby bind myself, my heirs, legal representatives, successors and/or assigns 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.

WITNESS my hand, this 20 day of July, A. D. 1966

/s/ Martin Epstein
~~MARTIN EPSTEIN~~

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared MARTIN EPSTEIN, known to me to be the person whose name is 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 on this 20 day of July, A. D. 1966.

/s/ E. A. Kramer
Notary Public in and for Bexar County, Texas

(Add acknowledgment)

TO: City Clerk

D/ : ~~XXXXXXXX~~ 8/12/66

FROM: Land Division

SUBJECT: Easement - Dedication

PARCEL NO: E-781

PROJECT: Hardship Area #2 San. Sewer Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. #34708 8/11/66

Co. Clerk for Filing 8/15/66

W. D. Clark

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-781
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): None

2. Title Company, as escrow agent: None involved

3. Account or Fund: None involved

Special Instructions: Please prepare an Ordinance accepting a ~~Deed~~ Dedication per attached copy. Council action is requested for August 11th. 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. L. Clark

/le
12/3/64
/mig 7/19/66

Parcel: E-781

Project: Hardship Area #2
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That we, T. M. CORTEZ and wife, MARY CORTEZ, doing business as DIAMOND AUTO SALES,

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

BEING a strip of land in Lot 38, Block 12, New City Block 8322, 10.00 feet in width, parallel with an adjacent to the East Line of Lot 38, and the West line of Lot 37, from the South line of Lot 38 and the North line of Lot 65, North to the South line of Coyol Street and the North line of Lot 38, and containing 0.028 of an acre of land, more or less;

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 **ourselves** , **our** heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

A temporary working easement 10 feet in width, parallel and immediately West of the 10.0 foot permanent easement described above.

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 do hereby bind ourselves, our heirs, legal representatives, successors and/or assigns 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.

WITNESS our hands, this 20th day of July, A. D. 1966.

/s/ T. M. Cortez
T. M. CORTEZ

/s/ Mary C. Cortez
MARY CORTEZ
doing business as DIAMOND AUTO SALES

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared T. M. CORTEZ and MARY CORTEZ, his wife, both known to me to be the persons whose names are subscribed to the foregdng instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said MARY CORTEZ, wife of the said T. M. CORTEZ, having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said MARY CORTEZ acknowledged such instrument to be her act and deed, and she declared that she had willingly sgined 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 on this 20 day of July, A. D. 1966.

/s/ Ea.A. Kramer
Notary Public in and for Bexar County, Texas

(Add acknowledgment)

TO: City Clerk

DATE: 8/12/66

FROM: Land Division

SUBJECT: Easement - Dedication

PARCEL NO: E-788 & E-789

PROJECT: Hardship Area #2 San. Sewer Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. # 34708
8/11/66

Co. Clerk for
Filing 8/15/66

W. L. Clark

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-788 & E-789
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): None

2. Title Company, as escrow agent: None involved

3. Account or Fund: None

Special Instructions: Please prepare an Ordinance accepting a Dedication per attached copy. Council action is requested for August 11th. 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. L. Clark

/le
12/3/64

/le 6/7/66

Parcel: **E-788 & E-789**

Project: **Hardship Area #2**
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That **C. W. FENSTERMAKER, owning, occupying and claiming other property as his homestead; joined by SANTOS P. MOSQUEDA, JR., and wife ANGELITA MOSQUEDA**

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way **Ten (10)** feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

Parcel E-788:
BEING a strip of land in Lot 66, Block 8, N.C.B. 8318, 10.0 feet in width, parallel and adjacent to the South and East lines of Lot 66 and more fully described as follows:

BEGINNING at a point onthe North line of Groff St. being the Southeast corner of Lot 66, Block 8, N.C.B. 8318;

THENCE; N 84° 23' W along the North line of Groff St. and South line of Lot 66, 10.0 feet to a point;

THENCE; N 5° 31' E along a line parallel to the East line of Lot 66, 109.00 feet to a point;

THENCE; N 84° 29' W along a line parallel to the North line of Lot 66, 15.00 feet to a point onthe West line of Lot 68;

THENCE; N 5° 31' E along the West line of Lot 66 and East line of Lot 65, 10.00 feet to a point onthe North line of Lot 66 and South line of Lot 37;

THENCE; S 84° 29' E along the North line of Lot 66 and South line of Lot 37, 25.00 feet to a point being the Northeast corner of Lot 66;

THENCE; S 5° 31' W along the East line of Lot 66 and West line of Lot 67, 119.00 feet to the point of beginning;

Parcel E-789:
BEING a strip of land in Lot 65, Block 8, N.C.B. 8318, 10' X 10' and located in the North east corner of Lot 65 and more fully described as follows:

BEGINNING at a point being the Northeast corner of Lot 65;

THENCE; S 5° 31' W along the East line of Lot 65 and West line of Lot 66, 10.00 feet to a point;

THENCE; N 84° 29' W along a line being parallel to the North line of Lot 65, 10.00 feet to a point;

THENCE; N 5° 31' E along a line parallel to the East line of Lot 65, 10.00 feet to a point on the North line of Lot 66;

THENCE; S 84° 29' E along the North line of Lot 65, and South line of Lot 38, 10.00 feet to the point of beginning;

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 **ourselves** , **our** heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

Parcel E-788:
A temporary working easement 10 feet in width, parallel and immediately West and North of the 10.0 foot permanent easement described above;

Parcel E-789:
A temporary working easement 10 feet in width, parallel and immediately West and South of the 10.0 foot permanent easement described above;

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 do hereby bind ourselves, our heirs, legal representatives, successors and/or assigns 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.

WITNESS our hands, this 9th day of June, A. D. 1966.

/s/ C. W. Fenstermaker
C. W. FENSTERMAKER

/s/ Santos P. Mosqueda, Jr.
SANTOS P. MOSQUEDA, JR.

/s/ Angelita Mosqueda
ANGELITA MOSQUEDA

STATE OF TEXAS)
(
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared C. W. FENSTERMAKER, known to me to be the person whose name is 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 on this the 20th day of June, A. D., 1966.

/s/Kathleen Dee Charme
Notary Public in and for Bexar County, TEXAS

(Add acknowledgment)

STATE OF TEXAS)
(
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared SANTOS P. MOSQUEDA, JR. and ANGELITA MOSQUEDA, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said ANGELITA MOSQUEDA, wife of the said SANTOS P. MOSQUEDA, JR., having been examined by me privily and apart from her husband, and having the same by me fully explained to her, she, the said ANGELITA MOSQUEDA, acknowledged such instrument to be her act and deed, and she 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 on this the 9th day of , A. D., 1966.

/s/ Virgil Ory Haby
Notary Public in and for Bexar County,
T E X A S

TO: City Clerk

DATE: 8/12/66

FROM: Land Division

SUBJECT: Easement - Dedication

PARCEL NO: E-784

PROJECT: Hardship Area #2 San. Sewer Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. #34708
8/11/66

Co. Clerk for
Filing 8/15/66

W. A. Gall

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-784
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): None

2. Title Company, as escrow agent: None involved

3. Account or Fund: None

Special Instructions: Please prepare an Ordinance accepting a Dedication per attached copy. Council action is requested for August 11th. 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. L. Clark

/le
12/3/64
/le 6/7/66

Parcel: E-784

Project: Hardship Area #2
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That I, L. W. FENSTERMAKER, owning, occupying and claiming other property as my homestead

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

Being a strip of land in Lot 66, Block 10, N.C.B. 8320, 10.0 feet in width, paralle/ and adjacent to the West line of Lot 66, and the East line of Lot 65, from the North side of Amires Street and South line of Lot 66 North to the North line of Lot 66 and South line of Lot 37 and containing 0.027 of an acre of land more or less,

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 myself , my heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

A Temporary construction easement 10 feet in width, parallel and immediately East of the 10.0 feet permanent easement described above,

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 I do hereby bind myself my heirs, legal representatives, successors and/or assigns 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.

WITNESS my hand, this 17th day of June, A. D. 1966.

/s/ L. W. Fenstermaker
L. W. FENSTERMAKER

STATE OF TEXAS)
(
COUNTY OF BEXAR)

BEFORE ME, the undersigned authority, on this day personally appeared L. W. FENSTERMAKER, known to me to be the person whose name is 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 on this the 17th day of June, A.D., 1966.

/s/ Virgil Ory Hagy
Notary Public in and for Bexar County,
TEXAS

(Add acknowledgment)

TO: City Clerk

DATE 8/12/66

FROM: Land Division

SUBJECT: Easement-Dedication

PARCEL NO: E-787

PROJECT: Hardship Area #2 San. Sewer Line

Attached hereto you will find the above instrument conveying property (or an interest in property) to the City of San Antonio from the person names. Please have this document placed of record with the County Clerk, Bexar County.

This office will post it to our records after it is received from the County Clerk. It will then be sent to your office for filing.

Ord. #34708
8/11/66

Co. Clerk for
Filing 8/15/66

W. R. Clark

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: E-787
Project: Hardship Area #2 Sanitary Sewer Line

1. Amount to appropriate (or authorize payment): None

2. Title Company, as escrow agent: None involved

3. Account or Fund: None

Special Instructions: Please ~~xx~~ prepare an Ordinance accepting a Dedication per attached copy. Council action is requested for August 11th. 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. L. Gaul

/le
12/3/64
/mig 7/22/66

Parcel: E-787

Project: Hardship Area #2
Sanitary Sewer Line

EASEMENT - Dedication
(Permanent & Temporary)

STATE OF TEXAS)
(KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR)

That I, SUSIE BENAVIDES, a widow,

dedicate to the City of San Antonio, Bexar County, Texas, an easement and right of way Ten (10) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

Being a strip of land in Lot 34, Block 9, New City Block 8319, 10.0 feet in width, parallel and adjacent to the East line of Lot 34 and the West line of Lot 33, from the South line of Lot 34 and the North line of Lot 69, North to the South line of Groff Street and the North line of Lot 34; also the South 10.0 feet of the West 15 feet of said Lot 34.

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patroling, maintaining and removing said line(s) and appurtenances; the right to relocate 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 myself , my heirs and assigns, that no building or obstruction of any kind will be placed on said easement right of way herein granted.

And the said grantor does further grant unto said City of San Antonio a Temporary Easement to enter upon the following described land, to-wit:

A temporary easement 10.0 feet in width, parallel and immediately West and North of the 10.0 foot permanent easement described above.

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of the construction of the aforesaid improvements.

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 I do hereby bind myself , my heirs, legal representatives, successors and/or assigns 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.

WITNESS my hand , this 25th day of July , A. D. 1966.

/s/ Susie Z. Benavidex
SUSIE BENAVIDES

STATE OF TEXAS §
§
COUNTY OF BEXAR §

BEFORE ME, the undersigned authority, on this day personally appeared SUSIE BENAVIDES, a widow, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 25th day of July , A. D. 1966.

/s/ Virgil Ory Hagy
Notary Public in and for Bexar County, Texas

(Add acknowledgment)

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 6111
Project: Hillcrest Paving

1. Amount to appropriate (or authorize payment): $13,000.00

2. Title Company, as escrow agent: Stewart Title Company

3. Account or Fund: Street Improvement Bonds, 1964, #489-01

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for August 11, 1966. 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. L. Clark

/le 4/28/66
/mig 7/26/66

Parcel: 6111

Project: Hillcrest Paving

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That I/~~we~~, ALICE SCOTT, a widow,

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

($ 13,000.00) 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: A 6690 square foot tract of land in Lot 78A, Block C, NCB 11524, Woodlawn Hills Addition, in the City of San Antonio, Bexar County, Texas, being more particularly described as follows:

BEGINNING at an iron pin set for the SW corner of NCB 11524 at the intersection of the E. line of Hillcrest Drive with the N. line of Willard Drive,

THENCE; N 2° 29' W, a distance of 100.80 ft. with the E. line of Hillcrest Drive to an iron pipe set for the NW corner of said Lot 78A,

THENCE; N 87° 31' E, a distance of 45.09 ft. with the N. line of Lot 78A,

THENCE; southerly with an 8° 26' 14" curve to the left a distance of 110.72 ft. to a point in the S. line of said Lot 78A. The chord of said 110.72 ft. curve bears S. 26° 57' E,

THENCE; S. 87° 31' W, a distance of 90.95 ft. with the S. line of said Lot 78A and the N. line of Willard Drive to the place of beginning and containing 6690 sq. ft. of land, more or less;

(It is understood and agreed that Grantor herein will retain the chain link fence and remove same from this parcel.)

(And for the same consideration described above, and upon the same conditions, grantor does hereby bargain, sell, and convey unto the City of San Antonio that portion of the following structure located on the remaining property out of which the above described premises were originally a portion; to wit:

1 frame-asbestos residence.

The owner understands and agrees that it will be necessary for the City to enter upon her remaining property out of which the above described property was conveyed for the purposes of removing that portion of the above described structure which is located on such owner's remaining property. The owner hereby authorizes the City, its agents or assigns, to enter upon such remaining property for purposes of removing such structure and expressly waives all damages or claims that may result to the remaining property of the owner as a result of such entry and removal of such structure.)

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:

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 60 days after the date of the delivery of such deed.

The agreed purchase price is payable $ 11,700.00, at the time of the delivery of such deed and $ 1,300.00, 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 60 days of the date of the delivery of such deed, the seller agrees that the buyer may retain such amount of $1,300.00 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 ~~xxx~~ 2nd day of ~~July~~ August, A. D., 1966.

/s/ Alice Scott
~~ALICE SCOTT~~

Phone CA 6-6201 (Carl's) & ask for Millinery Dept.

WITNESS:

/s/ Robert H. Hartle

/s/Park T. Bennett

1402 Hillcrest - GE 3-0816

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 6117
Project: Hillcrest Paving

1. Amount to appropriate (or authorize payment): $350.00

2. Title Company, as escrow agent: Stewart Title

3. Account or Fund: Street Imprvement Bonds, 1964, #489-01

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for August 11th. 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. D. Clark

/le 3/23/66
/le 12/29/64

Parcel: 6117

Project: Hillcrest Drive Paving

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That ~~I~~we, EDWARD WILLIAM POTH and wife, ANNA BELLE POTH

as seller, for and in consideration of the agreed purchase price of THREE HUNDRED FIFTY AND NO/100 ($ 350.00) 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 918 sq. ft. Tract out of West 138 feet of Lot 75, Block C, N.C.B. 11524, Woodlawn Hills Subdivision in the City of San Antonio, Bexar County, Texas, being more particularly described as follows:

BEGINNING at a point where the South line of West Quill Drive and the East line of Hillcrest Drive intersect. Said point also being the Northwest corner of Lot 75, N.C.B. 11524,

THENCE; S 2° 29' E, 183.56 feet to an iron pin in the East line of Hillcrest Drive. Said pin being the Southwest corner of Lot 75 and the Northwest corner of Lot 76,

THENCE; N 87° 31' E, 5.0 feet along the south line of Lot 75 to the proposed East line of Hillcrest Drive,

THENCE; N 2° 29' W, 183.56 feet along the proposed east line of Hillcrest Drive to a point on the South line of West Quill Drive,

THENCE; S 87° 31' W, 5.0 feet along the South line of West Quill Drive to the place of beginning,

(Sellers agree to get a partial release of lien).

(Sellers agree to move fence off this parcel).

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:

STEWART TITLE GUARANTY 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 $ 250.00, at the time of the delivery of such deed and $ 100.00, 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 $ 100.00 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 21 day of July, A. D. 1966.

/s/ Edward William Poth
EDWARD WILLIAM POTH

/s/ Anna Belle Poth
ANNA BELLE POTH

WITNESS:

188 W. Quill Dr.

/s/ H. T. Patterson

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 6118
Project: Hillcrest Paving

1. Amount to appropriate (or authorize payment): $1,690.00

2. Title Company, as escrow agent: Stewart Title

3. Account or Fund: Street Improvement Bonds, 1964, #489-01

Special Instructions: Please Prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for August 11th. 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. Clark

/le 7/5/66
/le 4/28/66

Parcel: 6118

Project: Hillcrest Drive Paving

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That ~~I/we~~, HUMBLE OIL AND REFINING COMPANY

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

($ 1,690.00) 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 1010 square foot tract in Lot 21, NCB 8394, Woodlawn Hills Subdivision in the City of San Antonio, Bexar County, Texas, being more particularly described as follows:

BEGINNING at a bolt set in concrete marking the most westerly corner of Lot 21, NCB 8394,

THENCE; N 42° 34' 30" E, 100.25 feet with the southeast line of Hillcrest Drive (a 40 foot street) to an "x" in concrete marking the most northerly corner of tract owned by the Humble Oil Company and the most westerly corner of a tract owned by the City of San Antonio,

THENCE; S 47° 06' 30" E, 10.00 feet with the common line of said Humble Oil Company tract and said City of San Antonio tract to a point in the proposed southeast line of Hillcrest Drive,

THENCE; S 42° 34' 30" W, 101.84 feet parallel to and 10 feet from the southeast line of Hillcrest Drive to a point in the northeast line of Bandera Road,

THENCE; N 41° 51' 21" W, 10.03 feet with the northeast line of Bandera Road to the place of beginning,

(Sellers agree to move sign and floodlight from this parcel and $175.00 of the consideration herein is allocated for this purpose. After awarding the contract for the construction of the Hillcrest Paving Project, the City or its contractor will notify seller when it is necessary to move their sign and floodlight and give possession of this parcel).

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:

STEWART TITLE COMPANY 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 ~~ten~~ above days after the date of the delivery of such deed.

The agreed purchase price is payable $ 1,690.00 , 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 ----- 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 21st day of July, A. D., 1966.

HUMBLE OIL AND REFINING COMPANY

BY: /s/ P. W. Edge, Jr.
Agent & Attorney-in-fact

WITNESS:

/s/ Allan R. Cross

/s/ Louise D. Murphree

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 6299
Project: Blanco Road Widening

1. Amount to appropriate (or authorize payment): $1,275.00

2. Title Company, as escrow agent: Alamo Title

3. Account or Fund: Street Improvement Bonds, 1964, #489-01

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for August 11th. 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. L. Clark

/le 4/15/68
/le 12/29/64

Parcel: 6299

Project: Blanco Road Widening

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That I/we, BERNARD T. CASTOR and wife, JULIA R. CASTOR

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

($ 1,275.00) 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: 0.0655 of one acre of land, more or less, in N.C.B. 11714, in the City of San Antonio, same being out of and a part of Lot 1, Block 3, N.C.B. 11714, Blanco Heights Addition, a plat of said addition being of record in Vol. 642, page 252, Plat Records of Bexar County, Texas, which part of Lot 1 was conveyed to Bernard T. Castor and wife Julia R. Castor by deed dated April 24, 1951, of record in Vol. 3009, Page 503, Deed Records of said county, which 0.0655 of one acre of land, more or less, is more particularly described by metes and bounds as follows:
BEGINNING at the northwest corner of Lot 1, Block 3, which corner is the intersection of the south line of McCarty Rd. with the east line of Blanco Road;
THENCE NORTH 83° 54' 00" East, a distance of 12.32 ft. along the north line of Lot 1 and the south line of McCarty Rd. to a point for a corner on the east right-of-way line of the proposed location of F.M. Road 2696;
THENCE SOUTH 06° 12' 00" East, a distance of 228.02 ft., parallel to and 60.00 ft. left from the centerline of said proposed road, along said east right-of-way line to a point for a corner on the south line of the Bernard T. Castor et ux property, which point is westerly 392.06 ft. (by subtraction from deed call) along said south property line from the southeast corner of said property;
THENCE SOUTH 83° 59' 30" West, a distance of 12.72 ft. along said south property line to a point for a corner on the east line of Blanco Road;
THENCE NORTH 06° 06' 00" West, a distance of 228.00 ft. along the east line of Blanco Rd. and the west line of said Lot 1 to the point of beginning.

(The consideration herein, $1,275.00, is allocated as follows: 2,853 sq. ft. of land - @ $0.40 = $1,140.00, and $135.00 for moving shrubbery and fence.)

(Sellers agree to move fence from this parcel.)
(Sellers agree to apply $1,140.00 of the consideration herein on loan balance to obtain partial release of lien from lienholder.)

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 ____ days after the date of the delivery of such deed.

The agreed purchase price is payable $ 1,140.00, at the time of the delivery of such deed and $ 135.00, 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 $ 135.00 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 20th day of April, A. D. 1966.

/s/ Bernard T. Castor
BERNARD T. CASTOR

/s/ Julia R. Castor
JULIA R. CASTOR

WITNESS:

/s/ Virgil Ory Hagy

7342 Blanco Road -- DI 2-6273

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 6308
Project: Division Avenue Widening

1. Amount to appropriate (or authorize payment): $250.00

2. Title Company, as escrow agent: Commercial Abstract & Title

3. Account or Fund: Street Improvement Bonds, 1964, #489-01

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for August 11th. 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 L. Clark

/le 6/10/66

/le 4/28/66

Parcel: 6308

Project: Division Avenue Widening

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That ~~I~~/we, NARCISO LONGORIA and wife, CHRISTINE C. LONGORIA

as seller, for and in consideration of the agreed purchase price of ($ ~~213.00~~ 250.00) 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 550 sq. ft. parcel out of Lot 4, Block 1, N.C.B. 7785, Mission Ridge, San Antonio, Bexar County, Texas, and being further described as follows:

The South 10.0 feet of the West 55.0 feet of the East one-half of Lot 4, Block 1, N.C.B. 7785, Mission Ridge as shown on plat recorded in Vol. 105, Page 189 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.

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 $ ~~213.00~~ 250.00, 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 ____ 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 29 day of July, A. D., 1966

/s/ Narciso Longoria
NARCISO LONGORIA

/s/ Christine C. Longoria
CHRISTINE C. LONGORIA

WITNESS:

/s/ E. A. Kramer

239 Parchman -- WA 2-5847

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 34-6434
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): $11,730.00

2. Title Company, as escrow agent: Stewart Title

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract (NOTE: Deed will be in name of State of Texas). Council action is requested for Aug. 11th. A representative of the Land Division will be available for explanation to Counci

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. L. Clark

/le 2/27/63
Page 1 of 3 pages
/mig 8/2/66

Parcel(s): 34-6434

Project: U.S. 281 North

Title Co.: Stewart

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 3rd day of August, 19 66, 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 2, Block 20, New City Block 13035, Alamo Heights Gardens Subdivision in the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Volume 4181, Page 171, Deed and Plat Records of Bexar County, Texas, which Lot 2 was conveyed to Johnny Owen Leigh and wife, Helen A. Leigh, by deed dated November 1, 1960, recorded in Volume 4525, Page 488, Deed Records of Bexar County, Texas, and containing an area of 0.1722 of an acre of land, 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.

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 $ 11,730.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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 120 days after date of delivery of such deed.

The agreed purchase price is payable $10,530.00 at the time of the delivery of such deed and $1,200.00 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 $1,200.00 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.

Not withstanding 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 3rd day of Aug., A. D. 19 66.

OWNER	ADDRESS	PHONE NO.
/s/ Johnny Owen Leigh JOHNNY OWEN LEIGH	803 Rexford	
	(5906 San Pedro)	FE 4-5374

WITNESS:

Accepted;

CITY OF SAN ANTONIO

By: Chief, Land Division

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 130-6530
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): $9,450.00

2. Title Company, as escrow agent: Stewart Title

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract (NOTE: Deed will be in name of State of Texas). Council action is requested for August 11th. 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. L. Clark

/le 2/27/63
Page 1 of 3 pages
/mig 8/2/66

Parcel(s): 130-6530

Project: U.S. 281 North

Title Co.: Stewart

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 5th day of Augusut, 1966, 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:

0.4534 of an acre of land, more or less, in New City Block 11971 in the City of San Antonio, same being all of Lot 36, Block 7, New City Block 11971, Rolling Acres Subdivision, a resubdivision plat of which is recorded in Volume 980, Page 433, Plat Records of Bexar County, Texas, which Lot 36 was conveyed to Lee Roy Gerdes and wife, Evelyn Gerdes, by deed dated April 15, 1948, of record in Volume 2527, Page 463, Deed Records of Bexar County, Texas, with 0.4534 of an acre of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the division line between Lot 36 and Lot 35 with the southeast line of Isom Road;

THENCE, SOUTH 46° 58' 00" East, a distance of 197.50 feet along the division line between Lot 36 and Lot 35 to the common corner of Lots 35, 36, 39 and 40;

THENCE, SOUTH 43° 02' 00" West, a distance of 100.00 feet along the division line between Lot 36 and Lot 39 to the common corner of Lots 36, 37, 38 and 39;

THENCE, NORTH 46° 58' 00" West, a distance of 197.50 feet along the division line between Lot 36 and Lot 37 to a point for a corner, which corner is the intersection of the division line between Lot 36 and Lot 37 with the southeast line of Isom Road;

THENCE, NORTH 43° 02' 00" East, a distance of 100.00 feet along the southeast line of Isom Road 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.

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 $ 9,450.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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 30 days after date of delivery of such deed.

The agreed purchase price is payable $ 8,450.00 at the time of the delivery of such deed and $ 1,000.00 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 $ 1,000.00 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.

/le 2/27/63
Page 1 of 3 pages
/mlg 8/2/66

Parcel(s): 130-6530

Project: U.S. 281 North

Title Co.: Stewart

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 5th day of Augusut, 1966, 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:

0.4534 of an acre of land, more or less, in New City Block 11971 in the City of San Antonio, same being all of Lot 36, Block 7, New City Block 11971, Rolling Acres Subdivision, a resubdivision plat of which is recorded in Volume 980, Page 433, Plat Records of Bexar County, Texas, which Lot 36 was conveyed to Lee Roy Gerdes and wife, Evelyn Gerdes, by deed dated April 15, 1948, of record in Volume 2527, Page 463, Deed Records of Bexar County, Texas, with 0.4534 of an acre of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the division line between Lot 36 and Lot 35 with the southeast line of Isom Road;

THENCE, SOUTH 46° 58' 00" East, a distance of 197.50 feet along the division line between Lot 36 and Lot 35 to the common corner of Lots 35, 36, 39 and 40;

THENCE, SOUTH 43° 02' 00" West, a distance of 100.00 feet along the division line between Lot 36 and Lot 39 to the common corner of Lots 36, 37, 38 and 39;

THENCE, NORTH 46° 58' 00" West, a distance of 197.50 feet along the division line between Lot 36 and Lot 37 to a point for a corner, which corner is the intersection of the division line between Lot 36 and Lot 37 with the southeast line of Isom Road;

THENCE, NORTH 43° 02' 00" East, a distance of 100.00 feet along the southeast line of Isom Road to the point of BEGINNING;

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.

Not withstanding 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 5th day of August, A. D. 19 66.

OWNER	ADDRESS	PHONE NO.
/s/ Lee Roy Gerdes LEE ROY GERDES	850 Ison Road	MY 7-3523
/s/ Evelyn Gerdes EVELYN GERDES	(Rte. #1, Box 29C) (Wetmore, Texas)	MY 7-3523 CA 3-3091

WITNESS:

/s/ Bernice Stapper MY 7-3538
Rt. 1, Box 23B, Wetmore, Texas

Accepted;

CITY OF SAN ANTONIO

By: _____
Chief, Land Division

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 163-6563
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): $12,950.00

2. Title Company, as escrow agent: Security Title & Trust

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract (NOTE: Deed will be in name of State of Texas). Concil action is requested for August 11, 1966; 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. L. Clark

/le 3/27/63
Page 1 of 3 pages
/mig 8/2/66

Parcel(s): 163-6563

Project: U. S. 281 North

Title Co.: SECURITY

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 3rd day of August, 19 66, 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 22, New City Block 6318, H. C. Thorman's Subdivision situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 642, Page 47, 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 $ 12,950.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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:

Security Title and Trust 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 120 days after date of delivery of such deed.

The agreed purchase price is payable $ 11,650.00 at the time of the delivery of such deed and $ 1,300.00 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 $ 1,300.00 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.

Not withstanding 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 3rd day of Augusut, A. D. 19 66.

OWNER	ADDRESS	PHONE NO.
/s/ Hugh M. Baird HUGH M. BAIRD	425 E. French Pl.	PE 6-3504
/s/ Effie Baird EFFIE BAIRD		

WITNESS:

/s/ Guy Rusmisel

Accepted;

CITY OF SAN ANTONIO

By: Chief, Land Division

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: Aug. 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 198-6598
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): $13,120.00

2. Title Company, as escrow agent: Security Title & Trust

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per/attached copy of Purchase Contract (NOTE: Deed will be in name of State of Texas). Council action is requested for August 11, 1966. 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. L. Park

/le 2/27/63
Page 1 of 3 pages
/mig 8/2/66

Parcel(s): 198-6598
Project: U.S. 281 North

Title Co.: SECURITY

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 3rd day of August, 1966, 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 11, and the West 10 feet of Lot 12, Block 1, New City Block 6200, Belmont Place, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Volume 368, Page 95, Deed and Plat Records of Bexar County, Texas, which Lot 11 and the West 10 feet of Lot 12 were conveyed to H. Frank Jordan and wife, Gladys Jordan, by deed dated December 7, 1953, recorded in Volume 3427, Page 471, Deed Records of Bexar County, Texas, and containing an area of 0.1749 of an acre of land, 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.

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 $ 13,120.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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:

Security Title and Trust 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 180 days after date of delivery of such deed.

The agreed purchase price is payable $ 11,820.00 at the time of the delivery of such deed and $ 1,300.00 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 $ 1,300.00 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.

Not withstanding 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 3rd day of August, A. D. 19 66.

OWNER	ADDRESS	PHONE NO.
/s/ H. Frank Jordan H. FRANK JORDAN	645 East Woodlawn	Home - PE 3-8978 Office - CA 6-6171
/s/ Gladys Jordan GLADYS JORDAN		

WITNESS:

/s/ Guy Rusmisel

/s/ John P. Hall

Accepted;

CITY OF SAN ANTONIO

By: Chief, Land Division

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 207-6607
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): $9,475.00

2. Title Company, as escrow agent: Security Title and Trust

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract (NOTE: Deed will be in name of State of Texas). Council action is requeste for August 11th. A ~~ex~~ 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. L. Clark

/le 2/27/63
Page 1 of 3 pages
/mig 7/21/66

Parcel(s): 207-6607
Project: U.S. 281 North
Title Co.: Stewart

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 25th day of July, 19 66, 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 48, New City Block 6461, Mistletoe Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Volume 642, Page 264, Deed and Plat Records of Bexar County, Texas; being the same property described in a deed to Sebastian A. Rodriguez and wife, Natalia F. Rodriguez, dated October 20, 1955, recorded in Vol. 3771, Page 98, Deed Records of said County, cont aining an area of 0.1607 of an acre of land, 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.

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 $ 9,475.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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:

STECURITY ~~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 90 days after date of delivery of such deed.

The agreed purchase price is payable $ 8,475.00 at the time of the delivery of such deed and $ 1,000.00 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 $ 1,000.00 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.

Not withstanding 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 25th day of July, A. D. 19 66 .

OWNER	ADDRESS	PHONE NO.
SEBASTIAN A. RODIRUGEZ - deceased	938 E. Mistletoe	PE 3-0586
/s/ Natalia F. Rodriguez NATALIA F. RODRIGUEZ - widow		

WITNESS:

/s/ Virgil Ory Hagy

Accepted;

CITY OF SAN ANTONIO

By: _____

CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 216-6616
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): $ 9,700.00

2. Title Company, as escrow agent: Security Title & Trust

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract (NOTE: Deed will be in the name of the State of Texas). Council action is requested for August 11th. 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. D. Clark

/le 2/27/63
Page 1 of 3 pages
/mig 7/21/66

Parcel(s): 216-6616

Project: U.S. 281 North

Title Co.: Stewart

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 25th day of July, 19 66, 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 28, New City Block 6461, Mistletoe Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Vol. 642, Page 264, Deed and Plat Records of Bexar County, Texas; being the same property described in a deed to Jesus M. Fenaloza and wife, Joaquina J. de Fenaloza, dated July 1, 1946, recorded in Vol. 2270, Page 449, Deed Records of said County, comining an area of 0.1320 of an acre of land, 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.

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 $ 9,700.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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:

SECURITY

~~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 180 days after date of delivery of such deed.

The agreed purchase price is payable $ 8,700.00 at the time of the delivery of such deed and $ 1,000.00 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 $ 1,000.00 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.

Not withstanding 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 25th day of July, A. D. 19 66.

OWNER	ADDRESS	PHONE NO.
/s/ Jesus M. Penaloza JESUS M. PENALOZA	935 E. Mistletoe	PE 5-9939
/s/ Joaquina J. de Penaloza JOAQUINA J. de PENALOZA		

WITNESS:

/s/ John P. Hall

Accepted;

CITY OF SAN ANTONIO

By: _____
CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: ~~August 8, 1966~~

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 270-6670
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): ~~XXXXXX~~ $9,225.00

2. Title Company, as escrow agent: Security Title & Trust

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract (NOTE: Deed will be in the name of State of Texas). Council action is requested for August 11th. 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. L. Clark

/le 2/27/63
Page 1 of 3 pages
/mig 7/21/66

Parcel(s): 270-6670
Project: U.S. 281 North
Title Co.: Stewart

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 22nd day of July, 19 66, 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 8, Block 8, New City Block 3092, Laurel Heights Terrace, situated within the corporate limits of theCity of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Vol. 105, Page 170, Deed and Plat Records of Bexar County, Texas; being the same property described in a deed to Beryl S. Sampson, dated June 7, 1957, recorded in Vol. 4101, Page 450, Deed Records of said County, containing an area of 0.1435 of an acre of land, more or less;

together with all improvements and other things incident or belonging thereto, including all of my/~~xxxx~~ 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 $ 9,225.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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:

SECURITY
~~xxxxxxxxxx~~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 120 days after date of delivery of such deed.

The agreed purchase price is payable $ 8,300.00 at the time of the delivery of such deed and $ 925.00 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 $ 925.00 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.

Not withstanding 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 22nd day of July, A. D. 19 66.

OWNER	ADDRESS	PHONE NO.
/s/ Beryl S. Sampson BERYL S. SAMPSON, a widow	622 East Huisache	PE 3-0096

WITNESS:

/s/ Park T. Bennett

Accepted;

CITY OF SAN ANTONIO

By: CHIEF, LAND DIVISION

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 285-6685
Project: U. S. 281 North

1. Amount to appropriate (or authorize payment): $4,010.00

2. Title Company, as escrow agent: Security Title & Trust

3. Account or Fund: North Expressway Bonds, 1961, #479-19

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Purchase Contract (NOTE: Deed will be in name of State of Texas). Council action is requeste for August 11th. 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. L. Clark

/le 2/27/63
Page 1 of 3 pages
/wig 8/2/66

Parcel(s): 285-6685
Project: U.S. 281 North
Title Co.: SECURITY

PURCHASE CONTRACT
For Participation Projects

STATE OF TEXAS)
(
COUNTY OF BEXAR)

This contract, made and entered in to on this the 3rd day of August, 19 66, 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:

West 8 feet of Lot 20 and the East 34 feet of Lot 21, Block 7, New City Block 3091, Laurel Heights Terrace, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Volume 105, Page 170, Deed and Plat Records of Bexar County, Texas, which West 8 feet of Lot 20 and the East 34 feet of Lot 21 were conveyed to Oliver Sampson and wife, Beryl S. Sampson by deed dated July 1, 1957, recorded in Vol. 4045, Page 95, Deed Records of Bexar County, Texas, and containing an area of 0.1205 of an acre of land, 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.

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 $ 4,010.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulpher, 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:

Security Title and Trust 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 90 days after date of delivery of such deed.

The agreed purchase price is payable $ 3,600.00 at the time of the delivery of such deed and $ 410.00 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 $ 410.00 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.

Not withstanding 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 3rd day of August, A. D. 1966.

OWNER	ADDRESS	PHONE NO.
/s/ Beryl S. Sampson BERYL S. SAMPSON	622 E. Huisache	Fe 3-0096

WITNESS:

/s/ Park T. Bennett

Accepted;

CITY OF SAN ANTONIO

By: Chief, Land Division

/mig 1/21/63

TO: Legal Department, Attention: Assistant City Attorney

DATE: August 8, 1966

FROM: Land Division

SUBJECT: Preparation of Ordinance, Parcel: 6069
Project: Northeast Metropolitan Park

1. Amount to appropriate (or authorize payment): $154,341.00

2. Title Company, as escrow agent: Security Title Company, Inc.

3. Account or Fund: Park Improvement Bonds 1964, Fund #489-03

Special Instructions: Please prepare an Ordinance accepting a Warranty Deed per attached copy of Sales Agreement. Council action is requested for August 11th. 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. L. Clark

/le 4/28/66
/mig 7/28/66

Parcel: 6069

Project: Northeast Metropolit Park

SALES AGREEMENT

STATE OF TEXAS)
(
COUNTY OF BEXAR)

That ~~I~~/we, LLOYD A. DENTON and BERNARD KOST

as seller, for and in consideration of the agreed purchase price of ($154,341.00) 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 137.192 acre tract out of Antonio Perez Survey No. 10, and Louis Kneipp Survey No. 11, Bexar County, Texas, being more particularly described as follows:

BEGINNING at a point, said point being the most easterly corner of this 137.192 acre tract from which the original corner of Subdivision No. 1 of said Kneipp Survey bears N 19-04 E, 20.4 ft.

THENCE along the line between this tract and the Edward Klar 154.276 acre tract as of record in Vol. 1609, page 249 as follows: S 20-13-20 W, 94.20 ft. and S 44-20-27 W, 2072.18 ft.

THENCE S 16-47-13 W, 185.72 ft. with the west line of a City of San Antonio 166.56 acre tract as recorded in Vol. 5021, page 359, to a point the southernmost corner of the Denton Tract.

THENCE N 48-17-50 W, 3172.27 ft. with the northeast line of a Mrs. Alfred Braden Prinz 272.952 acre tract to a point, the westernmost corner of the Denton tract.

THENCE N 41-51-54 E, 1769.93 ft. with the southeast line of the Jones Maltsberger Road right-of-way to a point, the northernmost corner of this Denton tract.

THENCE with the common line between this tract and a Tom Wehe 32 acre tract as follows: S 48-05-59 E, 2164.77 ft. and N 42-55-58 E, 271.69 ft. to a fence corner.

THENCE with the common line between this tract line and the Mary Joe Wehe Voitle, Jr. 32 acre tract as follows: S 51-15-05 E, 200.27 ft.; N 76-08-56 E, 231.12 ft.; and S 56-17-25 E, 654.94 ft. to the point of beginning. Containing 137.192 acres of land, more or less; being the same property conveyed to Lloyd A. Denton and Bernard Kost from Union Properties Company by deed dated September 23, 1964, recorded in Vol. 5240, Page 161, Deed 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.

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:

SECURITY TITLE COMPANY, INC. ~~XXXXXXXX~~ 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 $154,341.00, 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 -- 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 8th day of August, A. D., 1966.

/s/ Lloyd A. Denton
LLOYD A. DENTON

/s/ Bernard Kost
BERNARD KOST

WITNESS:

ACCEPTED:

CITY OF SAN ANTONIO
By:

CHIEF, LAND DIVISION