

/le
12/24/85

AN ORDINANCE 62142

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$23,050.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ALL IN CONNECTION WITH CERTAIN RIGHT OF WAY PROJECTS.

* * * * *

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

SECTION 1. The sum of \$550.00 is hereby authorized to be expended out of Fund #28-009, Project #009067, Index Code #389684, in connection with the Keller, Rehman, Stark & Stribling Street Project, payable as follows:

- A. The sum of \$550.00 payable to Alamo Title Company as escrow agent for Daniel Hernandez for title to a 0.006 acre tract of land out of Lot 4, Block 3, N.C.B. 2572. - Parcel 10994.

SECTION 2. The sum of \$22,500.00 is hereby appropriated and authorized to be expended from San Antonio Wastewater Facilities Program, Category No. 4, Package "F", Fund #52-009, Project #009106, Index Code #900803, for transfer to Fund #26-010, Project #010044, Index Code #104505; and appropriating and authorizing payment out of Index Code #302653, payable as follows:

- A. The sum of \$22,500.00 payable to Alamo Title Company as escrow agent for Virginia Webb Mackey for an Easement (Permanent & Temporary) being out of an 11.88 acre tract in N.C.B. 11172. - Parcel E-2687 (F-10).

SECTION 3. The following dedication in connection with the T.R.D.C., Unit 2 Sanitary Sewer Project is hereby accepted:

- A. An Easement from Earl C. Hardy being out of a 20-foot wide interceptor drainage easement in C.B. 4446. - Misc. Easements & Dedications.

SECTION 4. The following dedication in connection with Zoning Case No. Z-85072 on Gardina Street is hereby accepted:

- A. A Dedication Deed from Roderick Krohn and wife, Barbara Krohn for title to 0.063 acre out of Lots 11 & 12, N.C.B. 8410. - Misc. Easements & Dedications.

PASSED AND APPROVED this 9th day of January, 1986.

Henry Cisneros
M A Y O R

ATTEST:

Kormé S. Rodriguez
City Clerk

APPROVED AS TO FORM:

Wm Friday
City Attorney

86-02

AVIATION	
BUDGET & RESEARCH	1
BUILDING INSPECTIONS	
BUILDING INSPECTIONS-HOUSE NUMBER	
CITY WATER BOARD	
CITY ATTORNEY	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	1
CONTROLLER	1
TREASURY DIVISION	1
GRANTS	1
INTERNAL AUDIT	
RISK MANAGEMENT	
FIRE DEPARTMENT	
HUMAN RESOURCES & SERVICES	
INFORMATION RESOURCES	
LIBRARY	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	
PERSONNEL	
PLANNING	
POLICE DEPARTMENT	
PUBLIC UTILITIES	
PUBLIC WORKS	1
ENGINEERING	1
CENTRAL MAPPING	1
REAL ESTATE	1
TRAFFIC ENGINEERING	
PURCHASING & GENERAL SERVICES	
WASTEWATER MANAGEMENT	1
ZONING ADMINISTRATION	
SPECIAL PROJECTS - CITY MANAGER	
<i>CPS (MAPS + RECORDS) 1</i>	

ITEM NO. 26
 DATE: JAN 9 1986

MEETING OF THE CITY COUNCIL

MOTION BY: _____ SECONDED BY: _____

ORD. NO. 62142 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLLCALL	AYES	NAYS
MARIA BERRIOZABAL PLACE 1	ABSENT		
JOE WEBB PLACE 2			
HELEN DUTMER PLACE 3			
FRANK D. WING PLACE 4			
WALTER MARTINEZ PLACE 5			
BOB THOMPSON PLACE 6			
YOLANDA VERA PLACE 7			
G.E. HARRINGTON PLACE 8			
WEIR LABATT PLACE 9			
JAMES C. HASSLOCHER PLACE 10			
HENRY G. CISNEROS PLACE 11 (MAYOR)			

86-02

AGENDA

/le

TO: City Attorney

DATE: December 23, 1985

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of January 9th

Parcel: 10994

Project: Keller, Rehman, Stark & Stribling Streets

1. Amount to appropriate (or authorize payment): \$550.00
2. Title Company, as escrow agent: Alamo
3. Account or Fund: Fund #28-009067, Index Code #389684

Special Instructions: Accepting a Warranty Deed per attached copy of Sales Agreement.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Loek W. Conroy*

11/20/85/dow

Parcel: 10994

Project: Keller St/Rehman St/
Stark St/Stribling St.

SALES AGREEMENT

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That I, DANIEL HERNANDEZ, a single man, as seller, for and in consideration of the agreed purchase price of FIVE HUNDRED FIFTY AND NO/100 (\$550.00) 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 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, Texas, to-wit:

Being a 0.006 acre (266.69 sq. ft.) tract of land out of Lot 4, Block 3, New City Block 2572, George Stark Subdivision (an unrecorded Plat), San Antonio, Bexar County, Texas. Said 0.006 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin set on the west right-of-way line of Stark Street for the Northeast corner of Lot 4 and the POINT OF BEGINNING of the herein described tract. Said Point of Beginning being South 55° 12' 00" West, 56.24 feet and South 39° 56' 43" West, 137.63 feet along the west right-of-way line of Stark Street from the Southwest corner of Keller and Stark Streets;

THENCE South 55° 12' 00" West and continuing along the west right-of-way line of Stark Street, 66.88 feet to a 1/2 inch iron pin found for the Southeast corner of Lot 4 and the herein described tract;

THENCE North 47° 42' 00" West along the south line of Lot 4, 4.10 feet to a 1/2 inch iron pin set for the southwest corner of the herein described tract;

THENCE North 55° 12' 00" East across Lot 4, and parallel to the West right-of-way line of Stark Street, 53.81 feet to a 1/2 inch iron pin set for a Point of Curvature of a curve to the left. Said curve having a central angle of 2° 40' 19" and a radius of 280.43 feet;

THENCE in a Northeasterly direction and along the arc of said curve, 13.08 feet to a 1/2 inch iron pin set on the North line of Lot 4 for the Northwest corner of the herein described tract;

THENCE South 47° 42' 00" East along the North line of Lot 4, 4.08 feet to the POINT OF BEGINNING and containing 0.006 acres more or less;

together with all improvements and other things incident or belonging thereto, including all of my 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 10 days after the date of the delivery of such deed.

The City of San Antonio agrees to replace any fencing removed, to be as good or better than existing condition.

The agreed purchase price is payable \$550.00, at the time of the delivery of such deed. 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.

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 at 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 December, A.D., 1985.

/s/ Dan Hernandez
DANIEL HERNANDEZ, a single man

WITNESS:

/s/ Jesse P. Hernandez

/s/ Graydon G. Lewis

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____
Real Estate Manager
REAL ESTATE DIVISION

/le

TO: City Attorney

DATE: December 19, 1985

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of January 9th

Parcel: E-2687

Project: San Antonio Wastewater Facilities Improvements Program,
Category No. 4, Package F.

1. Amount to appropriate (or authorize payment): \$22,500.00

2. Title Company, as escrow agent: Alamo

3. Account or Fund: #52-009106, Index Code #900803, for transfer to
Fund #26-010, Project #010004, Index Code #104505

Special Instructions: Accepting an Easement (Permanent & Temporary) per
copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: Leck W. Crumpton

/na 9/13/85
9/27/85

Parcel: E-2687

Project: San Antonio Wastewater
Facilities Improvements Program
Category No. 4, Package F

E A S E M E N T
(Permanent & Temporary)

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, VIRGINIA WEBB MACKEY, as her separate property and estate, hereinafter referred to as "Grantor", for and in consideration of the sum of TWENTY-TWO THOUSAND FIVE HUNDRED AND NO/100 (\$22,500.00) DOLLARS to the Grantor in hand paid by the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "Grantee", whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto the said Grantee, an easement and right-of-way for sanitary sewer lines with all necessary laterals and/or desirable appurtenances thereto, over, across, under and upon the following described lands located in Bexar County, Texas, said lands being more particularly described as follows, to-wit:

Being a 35 foot wide sanitary sewer easement covering a 0.277 acre parcel of land out of an 11.88 acre tract described in deed recorded in Volume 5539, Page 538, Bexar County Deed Records, being out of New City Block 11172, in the City of San Antonio, Bexar County, Texas, and being out of the Domingo Bustillo Survey No. 31, Abstract 44, said 0.277 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a point at the northeast corner of the said 11.88 acre tract being 25 feet west of the centerline of a concrete pipe sewer for the northeast corner of this tract;

THENCE along the east line of the said 11.88 acre tract S 08° 12' 03" W, 344.63 feet to the north line of an existing 20 feet wide Sanitary Sewer Easement, (Volume 7835, Page 650) for the southeast corner of this tract;

THENCE along the north line of the said 20 feet wide easement S 89° 51' 22" W, 35.38 feet to a point for the southwest corner of this tract;

THENCE across the said 11.88 acre tract and 35 feet from and parallel to the first call of this tract N 08° 12' 03" E, 344.69 feet to the south line of Ashley Road for the northwest corner of this tract;

THENCE along the south line of Ashley Road N 89° 56' 53" E, 35.37 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, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said improvements or their appurtenances; and the right of exercising all other rights hereby granted, and Grantor expressly covenants and agrees for herself, her heirs, legal representatives, successors and/or assigns, that no building of any kind will be placed on said easement and right-of-way herein granted.

And the said Grantor, as part of the aforesaid consideration, does further grant unto said Grantee, a temporary easement to enter upon the following described land, to-wit:

Being a tract of land 50 feet wide containing 0.396 acres more or less, and being adjacent to and on the west side of the proposed 35 feet wide Sanitary Sewer Easement described above and extends the full length of the property. It extends from the south line of Ashley Road on the north end to the existing 20 feet wide easement on the south end,

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. In further consideration of this grant, said Grantee expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its condition as it

existed prior to the construction of said improvements. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantee, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And Grantor does hereby bind herself, her heirs, legal representatives, successors and/or assigns to WARRANT and FOREVER DEFEND all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 12th day of Defcember , A. D., 1985.

/s/ Virginia Webb Mackey
VIRGINIA WEBB MACKEY

The undersigned lienholders hereby agree to the granting of the above described easement and hereby subordinate their liens thereto.

/s/ Daniel Glen Mackey
DANIEL GLEN MACKEY

/s/ George Baxter Mackey
GEORGE BAXTER MACKEY

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

me
This instrument was acknowledged before/on this 12th day of December, 1985, by VIRGINIA WEBB MACKEY.

/s/ Dolores P. Castillo
Notary Public in and for the State of
T E X A S

MY COMMISSION EXPIRES: 1-31-89

/le

TO: City Attorney

DATE: December 19, 1985

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of January 9th
Parcel: Misc. Easements & Dedications
Project: T.R.D.C., Unit 2 Sanitary Sewer

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

Special Instructions: Accepting an Easement (Dedication) per copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Jack W. Corning*

dow/9/9/85

Misc. Easements & Dedications

T. R. D. C., Unit 2 Sanitary
Sewer

EASEMENT
(Dedication)

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, EARL C. HARDY, owning, occupying, and claiming other property as his homestead, joined herein by HOMECRAFT ASSETS CORPORATION, a Texas Corporation, acting by and through its duly authorized officers, pursuant to a Resolution by its Board of Directors, of Bexar County, Texas, hereinafter referred to as "Grantors", dedicate to the City of San Antonio, Bexar County, Texas, hereinafter referred to as "Grantee" whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, an easement and right of way twenty (20') feet in width for sewer lines with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

A sanitary sewer easement, 20 feet wide, out of a 20-foot wide interceptor drainage easement in the Northwest Park, according to plat thereof recorded in Volume 9505, Pages 116 and 117, of the Deed and Plat Records of Bexar County, Texas; said sanitary sewer easement being more particularly described by metes and bounds as follows:

BEGINNING: at the northwest corner of Lot 1, Block 3, of the said Northwest Park Subdivision, said point being the southwest corner of this tract;

THENCE: N 03° 16' 35" E, for a distance of 20.34 feet to a point for the northwest corner of this tract;

THENCE: N 82° 45' 46" E, for a distance of 152.23 feet to a point for the northeast corner of this tract;

THENCE: S 07° 14' 14" E, for a distance of 20.00 feet to a point for the southeast corner of this tract, said point marking the intersection of the north property line of Lot 3, Block 3, of said Northwest Park Subdivision, and the east line of a 16 foot wide sanitary sewer easement lying in said Lot 3 of the said Northwest Park Subdivision;

THENCE: S 82° 45' 46" W, along the north line of Block 3 of the said Northwest Park Subdivision, for a distance of 155.94 feet to the POINT OF BEGINNING and containing 0.07 acres, or 3,081 square feet 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, patrolling, maintaining and removing said lines and appurtenances; the right to relocate said lines within said right of way, the right to remove from said lands all trees and parts thereof, or other obstruction, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby

granted, and Grantors expressly covenant and agree for themselves, their heirs, legal representatives, successors and assigns, that no building or structure of any kind will be placed on said easement and right of way herein granted.

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

And Grantors do hereby bind themselves, their heirs, legal representatives, successors and/or assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS hand, this 17 day of Sept, A. D., 1985.

Earl C Hardy
EARL C. HARDY

HEMOCRAFT ASSETS CORPORATION, a Texas Corporation

BY: J. Ragsdale
JAMES RAGSDALE

The undersigned lienholder hereby agrees to the granting of the above described easement and hereby subordinates its liens thereto.

UNITED HOME FEDERAL

BY: John M. Brenner
Executive Vice President
John M. Brenner

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 17 day of Sept, 1985, by EARL C. HARDY.

James W. Hyatt
Notary Public in and for the State of TEXAS

MY COMMISSION EXPIRES: 8/30/89

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 18 day of Sept, 1985, by John Ragsdale of HOME-CRAFT ASSETS CORPORATION, a Texas Corporation, on behalf of said corporation.

James W. Lyman
Notary Public in and for the State of
T E X A S

MY COMMISSION EXPIRES: 8/20/85

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 2nd day of October, 1985, by John M. Brenner Executive Vice President of UNITED HOME FEDERAL, a federal corporation, on behalf of the corporation.

Fred C. Meyer
Notary Public in and for the State of Ohio

MY COMMISSION EXPIRES: _____

FRED C. MEYER
Attorney - at - Law
Notary Public, State of Ohio
My Commission has no Expiration Date
Section 147.03 R.C.

RECEIVED
OCT 8 1985
REAL ESTATE DIVISION

/le

TO: City Attorney

DATE: December 24, 1985

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of January 9th
Parcel: Misc. Easements & Dedications
Project: Gardina Street Dedication - Zoning Case No. Z85072

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

Special Instructions: Accepting a Dedication Deed per copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: Loch W. Corington

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

Misc. Easements &
RE: Parcel No. Dedications

The instruments listed below pertaining to a conveyance of right-of-way to the City are transmitted herewith:

~~XXXXXX~~ Dedication - Volume 3837, Page 1873

Easement

Title Guaranty Policy

Other: Partial Release of Lien - Volume 3837, Page 1875

RODERICK KROHN, ET UX

The above parcel was obtained for Gardina Street Dedication - Zoning Case #Z85072.

Ordinance No.: 62142, Dated: January 9, 1986.

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: _____

FILED _____ (date) in

The office of the City Clerk

Korma S. Rodriguez
CITY CLERK

1250964

500
/na 11/5/85

Misc. Easements & Dedications

ORIGINAL
CITY HALL - SAN ANTONIO, TEXAS

RETURN TO:
REAL ESTATE DIV. 2N
P.O. BOX 9066

Gardina Street Dedication -
Zoning Case No. Z85072

CITY HALL - SAN ANTONIO, TEXAS 78285

DEDICATION

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

THAT, RODERICK KROHN and wife, BARBARA KROHN, hereinafter referred to as "Grantors," hereby declare their intention to make a Dedication, and hereby GRANT, CONVEY and DEDICATE, to the CITY OF SAN ANTONIO, hereinafter referred to as "Grantee", whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, for and in consideration of the benefits which will accrue to Grantors, to Grantors' other property and to the public generally, the following described parcel of land:

0.063 acres out of Lots 11 and 12, New City Block 8410, Eveningview Addition Subdivision in the City of San Antonio, as shown by map of record in Volume 3535 at page 272 of the Map Records of Bexar County, Texas, being more particularly described by metes and bounds as follows:

Beginning at an iron bar found set in the ground in the southeast right-of-way line of Gardina, the west corner of Lot 11, New City Block 8410, Eveningview Addition Subdivision in the City of San Antonio as shown by map of record in Volume 3535 at page 272 of the Map Records of Bexar County, Texas for the west corner of this tract;

Thence N 49° 15' 00" E with the present southeast right-of-way line of Gardina and the northwest boundary line of said Lot 11 a distance of 145.80 feet to an iron bar found set in the ground, a corner of said Lot 11 for a corner of this tract;

10/16/86 84425 170287 \$5.00 Y 1 230

Thence S 89° 35' 10" E with the south right-of-way line of Gardina and the north boundary line of said Lot 11, at 97.55 feet the northeast corner of said Lot 11 and the northwest corner of Lot 12 of said New City Block 8410 and continuing by the same course and count, in all, a distance of 202.55 feet to an iron bar found set in the ground, the northeast corner of said Lot 12 for the northeast corner of this tract;

Thence S 01° 17' 10" E with the east boundary line of said Lot 12 a distance of 10.00 feet to an iron bar found set in the ground, the northwest corner of Lot 20, New City Block 8410, Eveningview Addition Subdivision in the City of San Antonio as shown by map of record in Volume 5580 at page 8 in the Map Records of Bexar County, Texas for the southeast corner of this tract;

Thence N 89° 35' 10", crossing said Lot 12, at 105.00 feet, a point in the west boundary line of said Lot 12 and the east boundary line of said Lot 11, and continuing by the same course and by the same count crossing said Lot 11, in all a distance of 202.55 feet to an iron bar set in the ground for a corner of this tract;

VOL 3837 PAGE 1873

Thence S 49° 15' 00" W a distance of 136.33 feet to an iron bar found set in the ground in the southwest boundary line of said Lot 11, the north corner of Lot 68, New City Block 8409, Gardina Unit-1 Subdivision in the City of San Antonio as shown by map of record in Volume 9504 at page 212 of the Map Records of Bexar County, Texas for the southwest corner of this tract;

Thence N 40° 45' 00" E with the southwest boundary line of said Lot 11 a distance of 5.00 feet to the point of beginning, containing 0.063 acres (2,751 square feet) of land, more or less.

TO HAVE AND TO HOLD the above-described property and rights therein unto the said Grantee, its successors and assigns, forever.

Together with all the right, title, claim and interest whatsoever of Grantors, and their heirs, legal representatives, successors and assigns, forever, in and to the above described property, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

EXECUTED this 21st day of November, A. D., 1985.

Roderick Krohn
RODERICK KROHN
Barbara Krohn
BARBARA KROHN

STATE OF BEXAR }
COUNTY OF TEXAS }

This instrument was acknowledged before me on this 21st day of Nov, 1985, by RODERICK KROHN and wife, BARBARA KROHN.

Joni Duncan
Notary Public in and for the State of TEXAS

MY COMMISSION EXPIRES: 11-27-88

AS ORIGINAL



OCT 16 1986



Robert D. Green
COUNTY CLERK, BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1985 OCT 16 A 11:02

VOL 3837 PAGE 1874

1250965

/na 11/8/85

Misc. Easements & Dedications

ORIGINAL DIM

RETURN TO:
REAL ESTATE DIVISION
P.O. BOX 9055

Gardina Street Dedication -
Zoning Case sNo. Z85072

CITY HALL - SAN ANTONIO, TEXAS 78285

PARTIAL RELEASE OF LIEN

DEED OF TRUST

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, of the County of Bexar, and State of Texas, the legal and equitable owner and holder of one certain promissory note in the principal sum of ONE MILLION NINE HUNDRED TWENTY THOUSAND AND NO/100 Dollars (\$1,920,000.00) dated May 1, 1985, executed by RODERICK KROHN and wife, BARBARA KROHN, payable to the order of Mission Savings Association of Texas, more fully described in a Deed of Trust, duly recorded in Volume 3389, Page 188 of the Real Property Records of Bexar County, Texas; and secured by Financing Statement recorded in Volume 3505, Page 241, Real Property Records of Bexar County, Texas, said note being secured by said Deed of Trust, among other property, against the following described property, to-wit:

0.063 acres out of Lots 11 and 12, New City Block 8410, Eveningview Addition Subdivision in the City of San Antonio, as shown by map of record in Volume 3535 at page 272 of the Map Records of Bexar County, Texas, being more particularly described by metes and bounds as follows:

Beginning at an iron bar found set in the ground in the southeast right-of-way line of Gardina, the west corner of Lot 11, New City Block 8410, Eveningview Addition Subdivision in the City of San Antonio as shown by map of record in Volume 3535 at page 272 of the Map Records of Bexar County, Texas for the west corner of this tract;

Thence N 49° 15' 00" E with the present southeast right-of-way line of Gardina and the northwest boundary line of said Lot 11 a distance of 145.80 feet to an iron bar found set in the ground, a corner of said Lot 11 for a corner of this tract;

Thence S 89° 35' 10" E with the south right-of-way line of Gardina and the north boundary line of said Lot 11, at 97.55 feet the northeast corner of said Lot 11 and the northwest corner of Lot 12 of said New City Block 8410 and continuing by the same course and count, in all, a distance of 202.55 feet to an iron bar found set in the ground, the northeast corner of said Lot 12 for the northeast corner of this tract;

10/16/86 84425 170288

\$5.00 Y 1 230

Thence S 01° 17' 10" E with the east boundary line of said Lot 12 a distance of 10.00 feet to an iron bar found set in the ground, the northwest corner of Lot 20, New City Block 8410, Eveningview Addition Subdivision in the City of San Antonio as shown by map of record in Volume 5580 at page 8 in the Map Records of Bexar County, Texas for the southeast corner of this tract;

Thence N 89° 35' 10", crossing said Lot 12, at 105.00 feet, a point in the west boundary line of said Lot 12 and the east boundary line of said Lot 11, and continuing by the same course and by the same count crossing said Lot 11, in all a distance of 202.55 feet to an iron bar set in the ground for a corner of this tract;

RETURN TO:
REAL ESTATE DIVISION
P.O. BOX 9055
CITY HALL - SAN ANTONIO, TEXAS 78285

VOL 3837 PAGE 1875

Thence S 49° 15' 00" W a distance of 136.33 feet to an iron bar found set in the ground in the southwest boundary line of said Lot 11, the north corner of Lot 68, New City Block 8409, Gardina Unit-1 Subdivision in the City of San Antonio as shown by map of record in Volume 9504 at page 212 of the Map Records of Bexar County, Texas for the southwest corner of this tract;

Thence N 40° 45' 00" E with the southwest boundary line of said Lot 11 a distance of 5.00 feet to the point of beginning, containing 0.063 acres (2,751 square feet) of land, more or less,

for and in consideration of the sum of ONE AND NO/100 Dollars (\$1.00) paid to the undersigned by RODERICK KROHN and wife, BARBARA KROHN, the receipt of which is hereby acknowledged, do hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said RODERICK KROHN and wife, BARBARA KROHN, the above described property from said Deed of Trust, against the same securing the payment of the above described note.

BUT it is expressly agreed and understood that this is a Partial Release and that the same shall in no wise release, affect or impair said lien or liens against any other property in said instrument mentioned, securing the remainder owing on said note not heretofore and hereby released by the undersigned.

EXECUTED this the 16th day of December A. D., 1985.

MISSION SAVINGS ASSOCIATION OF TEXAS

BY: [Signature]

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 16th day of December, 1985, by A. Scott Cardun, President of MISSION SAVINGS ASSOCIATION OF TEXAS, on behalf of said savings association.

Jennifer B. Harvey
Notary Public in and for the State of
TEXAS
Jennifer B. Harvey
MY COMMISSION EXPIRES: 2/23/88



AS ORIGINAL

VOL 3837 PAGE 1876

CITY OF SAN ANTONIO

CONSENT AGENDA

Interdepartment Correspondence Sheet

23-09-01

TO: City Council

AGENDA ITEM NO. 26

FROM: Jack W. Curington, Real Estate Manager, Real Estate Division

COPIES TO: Director of Public Works and Director of Wastewater Management

SUBJECT: Ordinance Authorizing Procurement of Rights of Way and Expenditure of the Sum of \$23,050.00 Out of Various Funds.

Date December 24, 1985

Summary and Recommendation

SECTION 1 of the Ordinance accepts a Warranty Deed in connection with the Keller, Rehman, Stark & Stribling Street Project. This is the first of thirty one (31) parcels to be acquired on this project. The sum of \$550.00 is to be expended out of CDBG Funds.

SECTION 2 accepts an Easement (Permanent & Temporary) in connection with the San Antonio Wastewater Facilities Improvements Program, Category No. 4, Package F. This concludes the acquisition on this nine (9) parcel project. The sum of \$22,500.00 is to be expended out of Sewer Funds.

SECTION 3 accepts an Easement (Dedication) in connection with the T.R.D.C., Unit 2 Sanitary Sewer Project. This is the only parcel to be acquired on this project, which is in the vicinity of Tezel Road just south of Guilbeau Road. There are no funds to be expended for this easement.

SECTION 4 accepts a Dedication Deed in connection with Zoning Case No. Z85072 on Gardina Street. One of the conditions relative to the subject zoning case was the dedication of ten (10) feet along Gardina Street. The right of way is being dedicated in this manner in lieu of replatting.

Financial Impact

The total sum to be expended under this ordinance is \$23,050.00. These funds are available from the following funding sources:

CDBG Funds	- \$	550.00
Sewer Funds	-	22,500.00

JWC/le
Attach.


JACK W. CURINGTON
Real Estate Manager
Real Estate Division

Recommendation Approved:


LOUIS J. FOX
City Manager

APPROVED:


FRANK R. KIOLBASSA, P.E.
Director of Public Works

DO NOT TYPE IN THIS SPACE		CITY OF SAN ANTONIO Request For Ordinance/Resolution	For CMO use only	
Approval			Date Considered	
Finance	Budget		Consent <input type="checkbox"/> Individual <input type="checkbox"/>	
Legal	Coordinator		Item No. Ord. No.	

Date: December 24, 1985	Department: Public Works	Contact Person/Phone # Jack Curington - 8030
Date Council Consideration Requested: January 9, 1986	Deadline for Action:	Dept. Head Signature: <i>Jack Curington</i>

SUMMARY OF ORDINANCE

SECTION 1 of the Ordinance accepts a Warranty Deed in connection with the Keller, Rehman, Stark & Stribling Street Project. This is the first of thirty one (31) parcels to be acquired on this project. The sum of \$550.00 is to be expended out of CDBG Funds.

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SECTION 3 accepts an Easement (Dedication) in connection with the T.R.D.C., Unit 2 Sanitary Sewer Project. This is the only parcel to be acquired on this project, which is in the vicinity of Tezel Road just south of Guilbeau Road. There are no funds to be expended for this easement.

SEE ATTACHMENT

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify):

Contract signed by other party
Yes No

FISCAL DATA (If Applicable)	Budgetary Implications
Fund No. <u>SEE ATTACHMENT</u> Amt. Expended _____	Funds/Staffing Budgeted Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Activity No. _____ SID No. _____	Positions Currently Authorized _____
Index Code _____ Project No. _____	Impact on future O & M <u>SEE ATTACHMENT</u>
Object Code _____	If positions added, specify class and no. _____

Comments:

85 DEC 24 P12:50
RECEIVED
CITY MANAGER'S OFFICE

Coordinator — White
 Legal — Green
 Budget — Canary
 Finance — Pink
 Originator — Gold

ATTACHMENT TO REQUEST FOR ORDINANCE/RESOLUTION

SECTION 4 accepts a Dedication Deed in connection with Zoning Case No. Z85072 on Gardina Street. One of the conditions relative to the subject zoning case was the dedication of ten (10) feet along Gardina Street. The right of way is being dedicated in this manner in lieu of replatting.

FISCAL DATA

SECTION 1 - KELLER, REHMAN, STARK & STRIBLING STREET PROJECT

CDBG Fund #28-009, Project #009067
Index Code #389684
SID #83230310
Object Code #05-361
Amount to be expended - \$550.00

SECTION 2 - SAN ANTONIO WASTEWATER FACILITIES IMPROVEMENTS PROGRAM,
CATEGORY NO. 4, PACKAGE F.

Sewer Fund #52-009, Project #009106, transferred to
Fund #26-010, Project #010044
Index Code #320653
SID #82230124
Object Code #05-378
Amount to be expended - \$22,500.00

SECTIONS 3 & 3 - No funds to be expended.

IMPACT ON FUTURE O & M

SECTION 1 - After the right of way is acquired the City will construct and maintain this street and drainage project.

SECTION 2 - This completes the right of way acquisition. The City will construct and maintain this sanitary sewer project.

SECTION 3 - The developer has dedicated the easement and will construct the sewer main. Upon completion the City will accept it for operation and maintenance.

SECTION 4 - The City at some future date will reconstruct Gardina Street when all right of way is acquired and funds are available.

TO: CITY CLERK
FROM: R.O.W. & LAND ACQUISITION

Re: Parcel No. Misc. Easements &
Dedications

The instruments listed below pertaining to a conveyance of land or right-of-way to the City are transmitted herewith:

- Deed
 Easement (Dedication) - Vol. 3638, Page 350
 Title Guaranty Policy
 Other: _____

Earl C. Hardy and Homecraft Assets Corporation

The above parcel was obtained for T.R.D.C., Unit 2 Sanitary Sewer project.
Ordinance No. 62142, Dated: January 9, 1986

R.O.W. & LAND ACQUISITION

By: JACK W. CURINGTON

Date: April 30, 1986

Filed _____ (date) in
the Office of the City Clerk

City Clerk

dow/9/9/85

ORIGINAL DIME

Misc. Easements & Dedications

1117032

T. R. D. C., Unit 2 Sanitary Sewer

RETURN TO:
REAL ESTATE DIVISION
P.O. BOX 9066

CITY HALL - SAN ANTONIO, TEXAS 78205

EASEMENT
(Dedication)

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, EARL C. HARDY, owning, occupying, and claiming other property as his homestead, joined herein by HOMECRAFT ASSETS CORPORATION, a Texas Corporation, acting by and through its duly authorized officers, pursuant to a Resolution by its Board of Directors, of Bexar County, Texas, hereinafter referred to as "Grantors", dedicate to the City of San Antonio, Bexar County, Texas, hereinafter referred to as "Grantee" whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, an easement and right of way twenty (20') feet in width for sewer lines with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

A sanitary sewer easement, 20 feet wide, out of a 20-foot wide interceptor drainage easement in the Northwest Park, according to plat thereof recorded in Volume 9505, Pages 116 and 117, of the Deed and Plat Records of Bexar County, Texas; said sanitary sewer easement being more particularly described by metes and bounds as follows:

BEGINNING: at the northwest corner of Lot 1, Block 3, of the said Northwest Park Subdivision, said point being the southwest corner of this tract;

THENCE: N 03° 16' 35" E, for a distance of 20.34 feet to a point for the northwest corner of this tract;

THENCE: N 82° 45' 46" E, for a distance of 152.23 feet to a point for the northeast corner of this tract;

THENCE: S 07° 14' 14" E, for a distance of 20.00 feet to a point for the southeast corner of this tract, said point marking the intersection of the north property line of Lot 3, Block 3, of said Northwest Park Subdivision, and the east line of a 16 foot wide sanitary sewer easement lying in said Lot 3 of the said Northwest Park Subdivision;

THENCE: S 82° 45' 46" W, along the north line of Block 3 of the said Northwest Park Subdivision, for a distance of 155.94 feet to the POINT OF BEGINNING and containing 0.07 acres, or 3,081 square feet of land, more or less.

03/07/86 800080 \$9.00 Y 1 230

Together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said lines and appurtenances; the right to relocate said lines within said right of way, the right to remove from said lands all trees and parts thereof, or other obstruction, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby

VOL 3638 PAGE 0350

granted, and Grantors expressly covenant and agree for themselves, their heirs, legal representatives, sucesors and assigns, that no building or structure of any kind will be placed on said easement and right of way herein granted.

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

And Grantors do hereby bind themselves, their heirs, legal representatives, successors and/or assigns, to warrant and forever defend all and singular the above described easement and rights unto the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS hand, this 17 day of Sept, A. D., 1985.

Earl C. Hardy
EARL C. HARDY

HEMOCRAFT ASSETS CORPORATION, a Texas Corporation

BY: John Ragas
JOHN RAGAS

The undersigned lienholder hereby agrees to the granting of the above described easement and hereby subordinates its liens thereto.

UNITED HOME FEDERAL

BY: John M. Brenner
John M. Brenner
Executive Vice President

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 17 day of Sept, 1985, by EARL C. HARDY.

James H. Hyn
Notary Public in and for the State of
T E X A S

MY COMMISSION EXPIRES: 8/20/89



VOL 3638 PAGE 0351

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 19 day of Sept, 1985, by John Ragsdale, of HEMOCRAFT ASSETS CORPORATION, a Texas Corporation, on behalf of said corporation.

James H. Hyn
Notary Public in and for the State of
T E X A S

MY COMMISSION EXPIRES: 8/20/85



STATE OF OHIO }
COUNTY OF LUCAS }

This instrument was acknowledged before me on this 2nd day of October, 1985, by John M. Brenner, Executive Vice President of UNITED HOME FEDERAL, a federal corporation, on behalf of the corporation.

Fred C. Meyer
Notary Public in and for the State of Ohio

MY COMMISSION EXPIRES: _____

FRED C. MEYER
Attorney - at - Law
Notary Public, State of Ohio
My Commission has no Expiration Date
Section 147.03 R.C.



VOL 3638 PAGE 0352

Homecraft Assets Corporation
Unanimous Consent of Directors

Pursuant to Article 9.10B of the Texas Business Corporation Act, the undersigned being the sole Director of Homecraft Assets Corporation, a Texas corporation, hereby signs this instrument or a counterpart thereof to evidence his consent to the adoption of the following resolutions:

RESOLVED that John Ragsdale is an elected officer of the Corporation, to hold office until his successor is elected and qualified as provided in the By-laws of this Corporation.

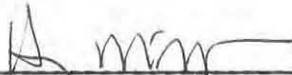
RESOLVED FURTHER, that all said officers shall perform the duties and have the powers that pertain to such office and shall perform such other duties as the Board of Directors may designate from time to time.

RESOLVED FURTHER, that John Ragsdale having the title opposite his name of Vice President is hereby authorized to borrow money, sign contracts for sale or purchase of property, sign easement and/or right-of-way documents, and execute any FHA/VA documents and execute any other documents necessary for the sale or purchase of property or for the land development concerning said property.

Dated and effective as of the 12th day of September, 1985.

STATE OF TEXAS :
COUNTY OF HARRIS:

Harry McMann, being duly sworn, deposes and says that he is the Secretary of Homecraft Assets Corporation, a corporation organized and existing under the laws of Texas, and having its principal place of business at 1800 West Loop South, Suite 1801, Houston, Texas 77027; that he has custody of the books of the Corporation and that the foregoing is a full, true and correct copy of a resolution adopted by Unanimous Consent by the Board of Directors of Homecraft Assets Corporation, effective as of the 13th day of September, 1985.

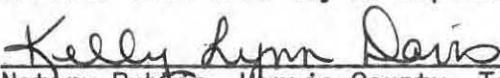


Harry McMann, Secretary

STATE OF TEXAS :
COUNTY OF HARRIS:

BEFORE ME, the undersigned authority, on this day personally appeared Harry McMann, Secretary of Homecraft Assets Corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that he is executed the same for the purposes and consideration therein expressed, and in the capacity therein stated as the act and deed of said Corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13th day of September, 1985.



Notary Public, Harris County, Texas

7-12-86

My Commission Expires:



VOL 3638 PAGE 0353

M.S.P.

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.

M
1986 MAR 7 AM 8 09

STATE OF TEXAS)
COUNTY OF BEXAR)
I hereby certify that this instrument was FILED in File Number
Sequence on the date and at the hour stamped herein by me, and
was duly RECORDED in the Official Public Records of Real Property
of Bexar County, Texas on

MAR 7 1986



Robert D Green
COUNTY CLERK BEXAR COUNTY TEXAS

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RE: Parcel No. 10994

The instruments listed below pertaining to a conveyance of right-of-way to the City are transmitted herewith:

Deed VOL. 3955 PAGE 1429

Easement

Title Guaranty Policy

Other: _____

DANIEL HERNANDEZ aka DAN HERNANDEZ

The above parcel was obtained for KELLER, REHMAN, STARK & STRIBLING STREET PROJECT

Ordinance No.: 62142, Dated: 1/9/86

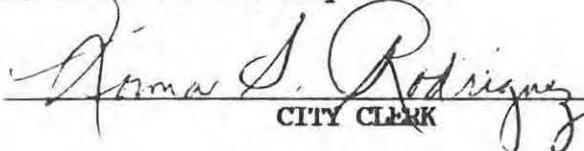
REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: SEPTEMBER 16, 1992

FILED _____ (date) in

The office of the City Clerk


CITY CLERK

1341763

/dow 1/15/86
3/10/86

Parcel: 10994

Project: Keller St/Rehman St/
Stark St/Stribling St.

RETURN TO

REAL ESTATE DIVISION

P.O. BOX 9066

CITY HALL SAN ANTONIO, TEXAS 78205

WARRANTY DEED

* * *

STATE OF TEXAS }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That I, DANIEL HERNANDEZ, also known as DAN HERNANDEZ, a single man, of the County of Bexar, State of Texas, for and in consideration of the sum of FIVE HUNDRED FIFTY AND NO/100 (\$550.00) DOLLARS to in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANTS, SELLS and CONVEYS unto CITY OF SAN ANTONIO, a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 9066, San Antonio, Texas 78285, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a 0.006 acre (266.69 sq. ft.) tract of land out of Lot 4, Block 3, New City Block 2572, George Stark Subdivision (an unrecorded Plat), San Antonio, Bexar County, Texas. Said 0.006 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin set on the west right-of-way line of Stark Street for the Northeast corner of Lot 4 and the POINT OF BEGINNING of the herein described tract. Said Point of Beginning being South 55° 12' 00" West, 56.24 feet and South 39° 56' 43" West, 137.63 feet along the west right-of-way line of Stark Street from the Southwest corner of Keller and Stark Streets;

THENCE South 55° 12' 00" West and continuing along the west right-of-way line of Stark Street, 66.88 feet to a 1/2 inch iron pin found for the Southeast corner of Lot 4 and the herein described tract;

THENCE North 47° 42' 00" West along the south line of Lot 4, 4.10 feet to a 1/2 inch iron pin set for the southwest corner of the herein described tract;

THENCE North 55° 12' 00" East across Lot 4, and parallel to the West right-of-way line of Stark Street, 53.81 feet to a 1/2 inch iron pin set for a Point of Curvature of a curve to the left. Said curve having a central angle of 2° 40' 19" and a radius of 280.43 feet;

03/04/87 126071 800247

\$5.00 Y 1 159

THENCE in a Northeasterly direction and along the arc of said curve, 13.08 feet to a 1/2 inch iron pin set on the North line of Lot 4 for the Northwest corner of the herein described tract;

THENCE South 47° 42' 00" East along the North line of Lot 4, 4.08 feet to the POINT OF BEGINNING and containing 0.006 acres more or less;

It is further understood and agreed that the consideration received by the Grantor is also in full payment for all damages to the remaining property, if any, of the Grantor.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors and assigns forever; and I do hereby bind heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 27 day of FEBRUARY, A. D., 1986.

Daniel Hernandez

DANIEL HERNANDEZ

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 27 day of FEBRUARY, 1987, by DANIEL HERNANDEZ.

John P. Rice

Notary Public in and for the State of
T E X A S

MY COMMISSION EXPIRES: NOV. 20, 1990

Any provision herein which restricts the sale, rental or use of (the described) real property because of color or race is invalid and unenforceable under Federal Law, THE STATE OF TEXAS)
COUNTY OF BEXAR)
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped herein as this was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on



1987 MAR 3 PM 3 44

MAR 4 1987



Ralston D. Green
COUNTY CLERK BEXAR COUNTY TEXAS

7013955 PAGE 1430

STATE OF TEXAS
COUNTY OF BEXAR

CERTIFICATE

I, ROBERT D. GREEN, COUNTY CLERK OF BEXAR COUNTY,
TEXAS, do hereby certify that the foregoing is a
true and correct copy of the record, now in my
lawful custody and possession, as appears of
record filed in VOL. 3955 PAGE 1429-1430 in my
office.

Witness my official hand and seal of office, this

the 19th day of March 1987

ROBERT D. GREEN, COUNTY CLERK
BEXAR COUNTY, TEXAS

By Christine F. Rodriguez
Deputy

CHRISTINE F. RODRIGUEZ

Any provision herein which restricts
the Sale, Rental, or Use of the des-
cribed Real Property because of Color
or Race is invalid and unenforceable
under Federal Law.



№ 180144

Alamo Title Insurance of Texas

OWNER POLICY OF TITLE INSURANCE

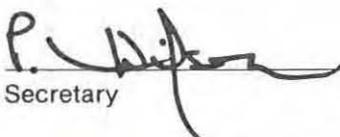
ALAMO TITLE INSURANCE OF TEXAS, a Texas corporation, hereinafter called the Company, for value does hereby guarantee to the Insured (as herein defined) that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy.

The Company shall not be liable in a greater amount than the actual monetary loss of the Insured, and in no event shall the Company be liable for more than the amount shown in Schedule A hereof, and shall, except as hereinafter stated, at its own cost defend the Insured in every action or proceeding on any claim against, or right to the estate or interest in the land, or any part thereof, adverse to the title to the estate or interest in the land as hereby guaranteed, but the Company shall not be required to defend against any claims based upon matters in any manner excepted under this policy by the exceptions in Schedule B hereof or excluded by Paragraph 2, "Exclusions from Coverage of this Policy," of the Conditions and Stipulations hereof. The party or parties entitled to such defense shall within a reasonable time after the commencement of such action or proceeding, and in ample time for defense therein, give the Company written notice of the pendency of the action or proceeding, and authority to defend. The Company shall not be liable until such adverse interest, claim, or right shall have been held valid by a court of last resort to which either litigant may apply, and if such adverse interest, claim, or right so established shall be for less than the whole of the estate or interest in the land, then the liability of the Company shall be only such part of the whole liability limited above as shall bear the same ratio to the whole liability that the adverse interest, claim, or right established may bear to the whole estate or interest in the land, such ratio to be based on respective values determinable as of the date of this policy. In the absence of notice as aforesaid, the Company is relieved from all liability with respect to any such interest, claim or right; provided, however, that failure to notify shall not prejudice the rights of the Insured if such Insured shall not be a party to such action or proceeding, nor be served with process therein, nor have any knowledge thereof, nor in any case, unless the Company shall be actually prejudiced by such failure.

Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrantor's policy and the Insured shall for a period of twenty-five years from the date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss, he, they or it may sustain on account of any warranty of title contained in the transfer or conveyance executed by the Insured conveying the estate or interest in the land. The Company shall be liable under said warranty only by reason of defects, liens or encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

IN WITNESS HEREOF, the ALAMO TITLE INSURANCE OF TEXAS has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

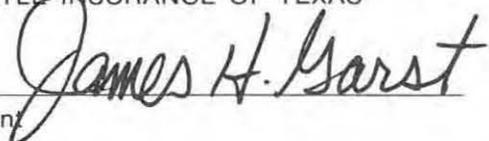
Attest:


Secretary



ALAMO TITLE INSURANCE OF TEXAS

By _____
President



(See Conditions and Stipulations following Schedules A and B)

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto Blvd., Austin, TX, 78786. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

SCHEDULE A

File # WI-180756

Owner Policy No. 180144

Date of Policy: March 3, 1987

Name of Insured: CITY OF SAN ANTONIO

Amount: FIVE HUNDRED FIFTY AND NO/100----(\$550.00)-----DOLLARS

1. The estate or interests in the land insured by this policy is:
FEE SIMPLE

2. The land referred to in this policy is described as follows:

Being a 0.006 acre (266.69 square feet) tract of land out of Lot 4, Block 3, New City Block 2572, GEORGE STARK SUBDIVISION (an unrecorded plat), San Antonio, Bexar County, Texas, said 0.006 acre tract being more particularly described in Exhibit "A", attached hereto and made a part hereof.

SCHEDULE B

This policy is subject to Conditions and Stipulations hereof, the terms and conditions of the leases or easements insured, if any, shown in Schedule A, and to the following matters which are additional exceptions from the coverage of this policy:

1. The following restrictive covenants of record itemized below:

None of Record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.

3. Taxes for the year 1986 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership for State, County, City of San Antonio, and San Antonio Independent School District, not yet due or payable.

4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):

None.



Issued By: ALAMO TITLE COMPANY
6 N.W. Loop 410, Suite 400
San Antonio, Texas 78216
Phone: 512/340-0456

5. Rights of parties in possession.

Countersigned at

SAN ANTONIO, TEXAS

ALAMO TITLE COMPANY

Herminda Trevino

Authorized Countersignature

HT:hs
3-10-87



Alamo Title Insurance
of Texas

EXHIBIT "A"
FIELD NOTES

PARCEL NO. 10994

BEING a 0.006 Acre (266.69 S.F.) tract of land out of Lot 4, Block 3, NCB 2572, George Stark Subdivision (an unrecorded Plat), San Antonio, Bexar County, Texas. Said 0.006 Acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2-inch iron pin set on the West Right-of-Way (ROW) line of Stark Street for the Northeast corner of Lot 4 and the POINT OF BEGINNING (POB) of the herein described tract. Said POB being S 55° 12' 00" W, 56.24 feet and S 39° 55' 43" W, 137.63 feet along the West ROW line of Stark Street from the Southwest corner of Keller and Stark Streets;

THENCE S 55° 12' 00" W and continuing along the West ROW line of Stark Street, 66.88 feet to a 1/2-inch iron pin found for the Southeast corner of Lot 4 and the herein described tract;

THENCE N 47° 42' 00" W, along the South line of Lot 4, 4.10 feet to a 1/2-inch iron pin set for the Southwest corner of the herein described tract;

THENCE N 55° 12' 00" E, across Lot 4, and parallel to the West ROW line of Stark Street, 53.51 feet to a 1/2-inch iron pin set for a Point of Curvature of a curve to the left. Said curve having a central angle of 2° 40' 19" and a radius of 280.43 feet;

THENCE in a Northeasterly direction and along the arc of said curve, 13.08 feet to a 1/2-inch iron pin set on the North line of Lot 4 for the Northwest corner of the herein described tract;

THENCE S 47° 42' 00" E, along the North line of Lot 4, 4.08 feet to the POINT OF BEGINNING and containing 0.006 Acres, more or less.

Reference Instrument: Deed Volume 5245, Page No. 615.

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CONDITIONS AND STIPULATIONS

1. Definitions

The following terms when used in this policy mean:

- (a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property.
- (b) "public records": Those records which impart constructive notice of matters relating to the land.
- (c) "knowledge": Actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records.
- (d) "date": The effective date, including hour if specified.
- (e) "Insured": The Insured named in Schedule A and, subject to any rights or defenses the Company may have had against the named Insured or any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase, any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase including but not limited to the following:
 - (i) heirs, devisees, distributees, executors and administrators;
 - (ii) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of such corporation upon partial or complete liquidation;
 - (iii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;
 - (iv) the successors in interest to a general or limited partnership resulting from the distribution of the assets of such general or limited partnership upon partial or complete liquidation;
 - (v) the successors in interest to a joint venture resulting from the distribution of the assets of such joint venture upon partial or complete liquidation;
 - (vi) the successor or substitute trustee of a trustee named in a written trust instrument; or
 - (vii) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of such trust to the beneficiaries thereof.

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

THE POLICY DOES NOT INSURE AGAINST LOSS OR DAMAGE BY REASON OF THE FOLLOWING:

- (a) LACK OF ADEQUATE TITLE IN THE INSURED PROPERTY TO ALLOW IT TO BE USED, SOLD, TRANSFERRED, LEASED OR MORTGAGED FOR ANY PURPOSE INTENDED BY THE INSURED NOR LOSS OF OPPORTUNITY OR ECONOMIC EXPECTATION.
- (b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.
- (c) Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.
- (d) Defects, liens, encumbrances, adverse claims, or other matters (1) created, suffered, assumed or agreed to by the Insured; (2) not known to the Company and not shown by the public records but known to the Insured either at the date of this policy or at the date the Insured acquired an estate or interest insured by this policy and not disclosed in writing by the Insured to the Company prior to the date such Insured became an Insured hereunder; (3) resulting in no loss or damage to the Insured; (4) attaching or created subsequent to the date of this policy; (5) resulting in loss or damage which would not have been sustained if the Insured had paid value for the estate or interest insured by this policy; or (6) the homestead or community property or survivorship rights, if any, of any spouse of any Insured.

3. Defense and Prosecution of Actions

- (a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.
- (b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions:
 - (1) Institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured;
 - (2) Indemnify the Insured as provided in this policy;
 - (3) Upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgage policy, the amount of the loan;
 - (4) Indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect;
 - (5) Secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or
 - (6) Undertake a combination of 1. through 5. herein.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.
- (f) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. Payment of Loss

- (a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.
- (b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Insured which is a charge or lien on the land, and the amount so paid shall be deemed a payment to the Insured under this policy.
- (c) The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against by this policy, and such payment or tender of payment, together with all costs, attorney fees and expenses which the Company is obligated hereunder to pay, shall determine all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.
- (d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies of the Insured against any person or property in respect to such claim. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

5. Policy Entire Contract

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at 613 N. W. Loop 410, Suite 100, San Antonio, Texas 78216.

6. This policy is not transferable.

**Owner Policy
of
Title Insurance**



**Alamo Title Insurance
of Texas**

San Antonio, Texas