

/s/ 07/22/88

AN ORDINANCE **67663**

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$49,705.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ACCEPTING LICENSE AGREEMENTS WITH THE MISSOURI PACIFIC RAILROAD COMPANY AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE SAME; 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 \$25,000.00 is hereby appropriated and authorized to be expended out of Fund #45-506, Project #506602, Index Code #506790, in connection with the LULLWOOD DRAINAGE PROJECT #36, payable as follows:

- A. The sum of \$25,000.00 payable to STEWART TITLE COMPANY as escrow agent for ALFRED F. HUDSON and wife, HELEN M. HUDSON for an Easement (Permanent and Temporary) being out of Lots 36, 75 and 76, Block 20, New City Block 6419. - Parcel 11972.
- B. A License Agreement with the Missouri Pacific Railroad Company for the installation of drainage inlets and rip-rap near San Pedro Avenue is hereby accepted. - Parcel 11973.
- C. A License Agreement with the Missouri Pacific Railroad Company for a temporary detour road between Lullwood and Rosewood to be used during construction of a storm sewer on Lullwood is hereby accepted. - Parcel 11974.

The City Manager or his designee, is hereby authorized to execute the above mentioned License Agreements with the Missouri Pacific Railroad Company.

SECTION 2. The sum of \$23,000.00 is hereby authorized to be expended out of Fund #26-051, Project #051004, Index Code #212068, in connection with the TRIPARTY DOWNTOWN TRANSPORTATION IMPROVEMENTS PROJECT, payable to FIRST AMERICAN TITLE COMPANY as escrow agent for ALLRIGHT AUTO PARKS, INC. for title to a tract of land being out of Lot 23, New City Block 986. - Parcel 12471.

SECTION 3. The sum of \$890.00 is hereby authorized to be expended out of Fund #28-013, Project #013031, Index Code #509158, in connection with the CAVALIER DRAINAGE PROJECT, payable as follows:

- A. The sum of \$300.00 payable to RUBEN H. REYES and wife, DORA A. REYES, 254 Jennings, San Antonio, Texas 78225, for an Easement (Permanent and Temporary) being out of Lot 3, Block 16, New City Block 3421. - Parcel 12566.

B. The sum of \$590.00 payable to ERNEST S. VARA and GLORIA C. GILL, 242 Cavalier, San Antonio, Texas 78225, for an Easement being out of Lot 19, Block 16, New City Block 3421. - Parcel 12569.

SECTION 4. The sum of \$815.00 is hereby authorized to be expended out of Fund #28-013, Project #013008, Index Code #509380, in connection with the BAYLOR STREET - PARK ROW TO DEAD END PROJECT, payable to CLIFTON C. ROSS and URSULA X. ROSS, as Trustee, for an Easement (Permanent and Temporary) being out of Lot 11, New City Block 6864. - Misc. Easements and Dedications.

SECTION 5. Copies of the respective instruments of conveyance are attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this the 4TH day of AUGUST, 1988.

Henry Cisneros
M A Y O R

ATTEST:

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney

88-33

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	
ENVIRONMENTAL MANAGEMENT	1
FINANCE DIRECTOR	
ASSESSOR	1
CONTROLLER	1
TREASURY DIVISION	
GRANTS	
INTERNAL AUDIT	
RISK MANAGEMENT	1
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	
INTERGOVERNMENTAL RELATIONS	
ZONING ADMINISTRATION	
SPECIAL PROJECTS - CITY MANAGER	
DOWNTOWN INITIATIVES	
COMMUNITY DEVELOPMENT OFFICE	

CMD - 1

CPS (MAPS & RECORDS) - 1

ITEM NO. 63
 DATE: AUG 4 1988

MEETING OF THE CITY COUNCIL

MOTION BY: _____ SECONDED BY: _____

ORD. NO. 67663 ZONING CASE _____

RESOL. _____ PETITION _____

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

FILE *(copy)* ✓
 "MISSOURI PACIFIC RAILROAD"

CONSENT AGENDA

88-33

AGENDA ITEM NO. 63

TO: City Council

FROM: Joe A. Aceves, P.E., Director of Public Works

COPIES: William S. Toudouze, Real Estate Manager, Real Estate Division

SUBJECT: Ordinance Authorizing Procurement of Rights-of-Way and Expenditure of the Sum of \$49,705.00 Out of Various Funds.

DATE: July 22, 1988

Summary and Recommendation

SECTION 1 of the Ordinance accepts an Easement (Permanent and Temporary) and two (2) License Agreements and authorizes the City Manager or his designee, to execute the Agreements, in connection with the LULLWOOD DRAINAGE PROJECT #36. This concludes the acquisition on this project which consisted of two (2) Easements and two (2) Railroad License Agreements. The sum of \$25,000.00 is to be expended out of General Obligation Bonds. This project is in Council District No. 1.

SECTION 2 accepts title to a parcel in connection with the TRIPARTY DOWNTOWN TRANSPORTATION IMPROVEMENTS PROJECT. This is the first parcel to be acquired on this project. The sum of \$23,000.00 is to be expended out of CDBG Funds. This project is in Council District No. 1.

SECTION 3 accepts two (2) Easements in connection with the CAVALIER DRAINAGE PROJECT. One (1) parcel remains to be acquired on this five (5) parcel project. The sum of \$890.00 is to be expended out of CDBG Funds. This project is in Council District No. 5.

SECTION 4 accepts an Easement in connection with the BAYLOR STREET - PARK ROW TO DEAD END PROJECT. This is the first parcel to be acquired on this three (3) parcel project. The sum of \$815.00 is to be expended out of CDBG Funds. This project is in Council District No. 5.

Financial Impact

The total sum to be expended under this Ordinance is \$49,705.00. These funds are available from approved budgeted items out of the following funding sources:

General Obligation Bonds - \$25,000.00

CDBG Funds - 24,705.00



JOE A. ACEVES, P.E.
Director of Public Works

JAA:WST/le
Attachments

RECOMMENDATION APPROVED:



LOUIS J. FOX
City Manager

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
RE: Parcel No. 11972
98-102-1 PM 3:00

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

Deed

Easement (Permanent & Temporary) - Vol. 4441, Page 982

Title Guaranty Policy

Other: _____

Alfred F. Hudson, et ux

The above parcel was obtained for LULLWOOD DRAINAGE #36

Ordinance No.: 67663, Date: August 4, 1988

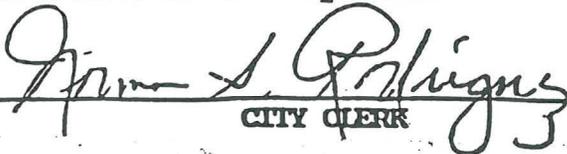
REAL ESTATE DIVISION

BY: JOHNNY SALDANA

DATE: June 30, 1998

FILED _____ (date) in

The Office of the City Clerk


CITY CLERK

Return to:

1670634

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

PROJECT: Lullwood Drainage Project #36

PARCEL: 11972

/g1 01/26/88
/g1 05/25/88
/dow 07/07/88
08/10/88

E A S E M E N T

(Permanent & Temporary)

STC GF 86 25 3899 \$17.00

STATE OF TEXAS }

{ KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR }

THAT, ALFRED F. HUDSON and wife, HELEN M. HUDSON, hereinafter referred to as GRANTORS, for and in consideration of TWENTY-FIVE THOUSAND AND NO/100 (\$25,000.00) DOLLARS for improvements only within the Easements described in Exhibit "A" and Exhibit "B" attached hereto, to them in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, hereinafter referred to as GRANTEE, whose mailing address is P. O. Box 839966, San Antonio, Texas 78283-3966, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the GRANTEE, an easement and right-of-way for storm drainage purposes, over, across, under and upon the following described lands located in Bexar County, Texas, to-wit:

Being the west 7.00 feet of Lot 36, the east 7.00 feet of Lot 75 and the west 7.00 feet of Lot 76, Block 20, New City Block 6419, City of San Antonio, Bexar County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof,

together with right of ingress and egress over said right-of-way for the purpose of constructing, reconstruction, 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 along with the right to deposit fill material thereon, leveling and/or grading as necessary, and the right of exercising all other rights hereby granted. and GRANTORS expressly covenant and agree for themselves, their 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.

11-02-83 C329493 C170550 \$17.00 Y 01 01963

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AND the said GRANTORS as part of the aforesaid consideration, do further grant unto said GRANTEE, a temporary easement to enter upon the following described land, to-wit:

TEMPORARY EASEMENT NO. 1

Being a 9.00 foot wide temporary construction easement out of Lot 36, Block 20, New City Block 6419, City of San Antonio, Bexar County, Texas, and being more particularly described in Exhibit "B" attached hereto and made a part hereof;

TEMPORARY EASEMENT NO. 2

Being an 18.00 foot wide temporary construction easement out of Lot 75, Block 20, New City Block 6419, City of San Antonio, Bexar County, Texas, and being more particularly described in Exhibit "B" attached hereto and made a part hereof;

TEMPORARY EASEMENT NO. 3

Being an 18.00 foot wide temporary construction easement out of Lot 76, Block 20, New City Block 6419, City of San Antonio, Bexar County, Texas, and being more particularly described in Exhibit "B" attached hereto and made a part hereof,

for the purpose of using said land for an an all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of the 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 including repaving of certain areas, if necessary. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

SPECIAL CONDITIONS: The City of San Antonio through its contractor shall erect a temporary fence along the above mentioned construction easement. It is agreed and understood that all activities and equipment shall be confined to said construction easement. It is further agreed and understood that the trees within the temporary construction easement shall be saved where possible, and the City

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of San Antonio through its Contractor shall demolish, at the Purchaser's expense, the existing house and storage building within the easements, however it is understood that the above consideration includes full compensation for all improvements and landscaping within the easements.

All affected utilities located on Lot 36, New City Block 6419 including two (2) water meter lines, one (1) gas meter line, one (1) sewer line and one (1) electric underground line shall be relocated to revised boundary line, if necessary. All of these lines will be relocated quickly so as not to cause disruption of service to present tenants on the property. It is understood and agreed that these relocations, if necessary will be made at the expense of the City of San Antonio.

Lots 36, 75 and 76, which are now partially paved will be returned to owner as nearly as possible in their condition as they existed prior to construction of said improvements. The two (2) signs located on Lot 36 fronting on Hildebrand Street will be relocated at the expense of the City of San Antonio if affected by construction.

Additionally the occupants of the house located at 503 West Lullwood will be allowed to occupy the premises until 30 days after the delivery of the executed Easements at which time tenants & Grantors agree to surrender possession of the herein described premises and its improvements. Owner must be notified of the date of construction.

The **GRANTORS** reserve the right to use the surface of the land under which the storm sewer drain shall have been constructed, for all purposes not inconsistent with the rights granted herein to the City, but no building and/or other improvements shall be erected above the storm sewer drain.

GRANTORS agree that the consideration tendered is in full accord and satisfaction of all damages to the GRANTORS, their successors or assigns, or to the property, caused by the construction and maintenance of this storm sewer drain.

It is agreed and understood that the owner at his expense may install a fence along the south property line of Lots 75 and 76. Said fence shall incorporate a double hung cyclone gate to be located directly over the area of the permanent easement. Grantee reserves the right of ingress and egress through said gate at any time for the purpose of constructing, reconstruction, inspecting, patrolling, maintaining and removing said improvements and appurtenances.

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 for public purposes shall be abandoned. And GRANTORS do hereby bind themselves, their, 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 15TH day of August, A.D. 1988.

Alfred E. Hudson
ALFRED E. HUDSON

Helen M. Hudson
HELEN M HUDSON

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 15TH day of August, 1988, by ALFRED F. HUDSON and wife, HELEN M. HUDSON.



Richard A. Nelson
NOTARY PUBLIC in and for the State of
T E X A S

RICHARD A. NELSON
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 11/25/89

PARCEL NO. 11972

LULLWOOD DRAINAGE PROJECT NO. 36
PERMANENT DRAINAGE

Metes and Bounds Description of the west 7.00 feet of Lot 36, the east 7.00 feet of Lot 75 and the west 7.00 feet of Lot 76, Block 20, N.C.B. 6419, City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING for reference at the point of intersection of the north line of Lullwood Avenue with the northwest right-of-way line of the Union Pacific (MOPAC, I. & G. N.) Railroad;

THENCE with the north line of Lullwood Avenue and the south line of the above mentioned Lot 76, Block 20, N.C.B. 6419, due West 14.90 feet to an iron pin set for the southeast corner and POINT OF BEGINNING of this parcel;

THENCE continuing with the north line of Lullwood Avenue and the south line of Lots 76 and 75, due West 19.00 feet to an iron pin set for the southwest corner of this parcel;

THENCE North $26^{\circ} 57' 13''$ East 11.00 feet to an iron pin set 7.00 feet west of and in a line parallel with the east line of Lot 75, Block 20, N.C.B. 6419;

THENCE with a line 7.00 feet from and parallel to the east line of Lot 75, North $00^{\circ} 04' 55''$ West 114.05 feet to an iron pin set on the north line of said Lot 75;

THENCE with the north line of Lot 75, North $89^{\circ} 50' 12''$ East 7.00 feet to an iron pin set at the northeast corner of said Lot 75 and the southwest corner of Lot 36, Block 20, N.C.B. 6419;

THENCE with the west line of Lot 36, North $00^{\circ} 04' 55''$ West 120.00 feet to an iron pin set at the northwest corner of said Lot 36 on the south line of Hildebrand Avenue;

THENCE with the south line of Hildebrand Avenue, North $89^{\circ} 50' 12''$ East 12.44 feet to an iron pin set on the north line of said Lot 36;

THENCE South $33^{\circ} 20' 18''$ West 9.88 feet to an iron pin set 7.00 feet east of and in a line parallel with the west line of Lot 36, Block 20, N.C.B. 6419;

THENCE with a line 7.00 feet from and parallel to the west line of Lot 36 and Lot 76, Block 20, N.C.B. 6419, South $00^{\circ} 04' 55''$ East, at 111.76 feet pass the south line of Lot 36 and the north line of Lot 76, at a total distance of 235.66 feet the POINT OF BEGINNING of this parcel and containing 0.06 acres or 2,621 square feet, more or less.

STATE OF TEXAS §

August 25, 1987

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from a survey of the described 0.06 acre tract made under my supervision.

D. R. Frazor, R.P.S.

D. R. Frazor, Registered Public Surveyor

0-06.mb6
(Parcel No. 11972 - Lullwood)

EXHIBIT "A"

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PARCEL NO. 11972

LULLWOOD DRAINAGE PROJECT NO. 36
THREE TEMPORARY CONSTRUCTION EASEMENTS, PART OF PARCEL 11972

No. 1: Metes and bounds description of a 9.00 foot wide temporary construction easement out of Lot 36, Block 20, N.C.B. 6419, City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at an iron pin set on the north line of the above mentioned Lot 36 and south line of Hildebrand Avenue, said iron pin being South 89° 50' 12" West 12.56 feet from the northeast corner of said Lot 36, Block 20, N.C.B. 6419;

THENCE with the south line of said Hildebrand Avenue North 89° 50' 12" East 3.56 feet to a point;

THENCE with a line 9.00 feet west of and parallel to the east line of Lot 36, Block 20, N.C.B. 6419, South 00° 04' 55" East 120.00 feet to a point on the south line of said Lot 36 for the southeast corner of this easement;

THENCE along the south line of said Lot 36, South 89° 50' 12" West 9.00 feet to an iron pin set for the southwest corner of this easement;

THENCE with a line 7.00 feet from and parallel to the west line of Lot 36, Block 20, N.C.B. 6419, North 00° 04' 55" West 111.76 feet to an iron pin set for an angle point;

THENCE North 33° 20' 18" East 9.88 feet to the POINT OF BEGINNING and containing 0.025 acres, or 1,102 square feet, more or less.

No. 2: Metes and bounds description of an 18.00 foot wide temporary construction easement out of Lot 75, Block 20, N.C.B. 6419, City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of the above mentioned Lot 75, Block 20, N.C.B. 6419 on the north line of Lullwood Avenue;

THENCE with the west line of said Lot 75, North 00° 04' 55" West 123.81 feet to its northwest corner;

THENCE with the north line of Lot 75, Block 20, N.C.B. 6419, North 89° 50' 12" East 18.00 feet to an iron pin set for the northeast corner of this easement;

THENCE with a line 18.00 feet east of and parallel to the west line of said Lot 75, South 00° 04' 55" East 114.05 feet to an iron pin set for an angle point;

THENCE South 26° 57' 13" West 11.00 feet to an iron pin set on the north line of Lullwood Avenue for the southeast corner of this easement;

THENCE with the south line of said Lullwood Avenue, due West 13.00 feet to the POINT OF BEGINNING and containing 0.05 acres, or 2,204 square feet, more or less.

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No. 3: Metes and bounds description of an 18.00 foot wide temporary construction easement out of Lot 76, Block 20, N.C.B. 6419, City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the point of intersection of the north line of Lullwood Avenue with the northwest right-of-way line of the Union Pacific (MOPAC, I. & G. N.) Railroad, the southeast corner of the above mentioned Lot 76;

THENCE with the north line of Lullwood Avenue, due West 14.90 feet to an iron pin set for the southwest corner of this easement;

THENCE with a line 18.00 feet west of and parallel to the east line of Lot 76, Block 20, N.C.B. 6419, North 00° 04' 55" West 123.90 feet to a point on the north line of said Lot 76 for the northwest corner of this easement;

THENCE with the north line of Lot 76, Block 20, N.C.B. 6419, North 89° 50' 12" East 18.00 feet to its northeast corner;

THENCE with the east line of said Lot 76, South 00° 04' 55" East 118.95 feet to a point on the northwest right-of-way line of the Union Pacific (MOPAC I. & G. N.) Railroad;

THENCE with the northwest right-of-way line of said railroad, South 31° 42' 35" West 5.88 feet to the POINT OF BEGINNING and containing 0.05 acres, or 2,224 square feet, more or less.

STATE OF TEXAS §

August 25, 1987

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from a survey of the described parcels made under my supervision.

D. R. Frazor, R.P.S.
D. R. Frazor, Registered Public Surveyor

11972.MB6
(Lullwood - Parcel 11972 Const. Easements)

EXHIBIT "B"
Page 2 of 2

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

1988 NOV -8 PM 3:14

MSP

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 hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

NOV 9 1988



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

/le

TO: City Attorney

DATE: July 21, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of August 4th

Parcel: 11973

Project: Lullwood Drainage No. 36

1. Amount to appropriate (or authorize payment): N/A

2. Title company, as escrow agent: N/A

3. Account or Fund #: N/A

Special Instructions: Accepting an Agreement with the Missouri Pacific Railroad

Company and authorizing the City Manager or his designee to execute same.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

THIS AGREEMENT, executed in duplicate this _____ day of _____, 19____, by and between MISSOURI PACIFIC RAILROAD COMPANY, a Delaware corporation, hereinafter called "Railroad", and THE CITY OF SAN ANTONIO, a municipal corporation of the State of Texas, hereinafter called "Licensee", WITNESSETH:

RECITALS:

In order to improve drainage conditions in the vicinity of, and in connection with Lullwood Drainage Project No. 36, Licensee desires to install drainage inlets, perform grading replace rip - rap and replace inlets in underpass under across and along Railroad's right of way in San Antonio, Texas, to which Railroad is agreeable, but solely upon the terms and conditions hereinafter.

NOW, THEREFORE, in consideration of the premises and of the promises and agreements hereinafter contained, the parties hereto agree:

1. Railroad, solely to the extent of its right, title and interest, without any warranty, either express or implied, hereby grants to Licensee, its successors and assigns, a license and permission, subject to the terms, conditions and reservations hereinafter set forth, to excavate, install, construct and thereafter maintain and use, all at Licensee's sole cost and expense, drainage inlets and all appurtenances thereto (hereinafter collectively referred to as "Drainage Facilities"), located on, under and along Railroad's right of way in Bexar County, Texas, at or near San Antonio, Texas, as shown on Railroad's print dated March 2, 1988, marked Exhibit "A" and attached hereto and hereby made part hereof.

2. The premises upon which the Drainage Facilities are located are hereinafter collectively referred to as "Premises".

3. It is expressly agreed that the foregoing grants are made solely for the purposes set forth above, and are expressly subject and subordinate to the present and future right in Railroad, it's successors, assigns, lessees, grantees and licensees, to maintain, use, operate and renew on, beneath or above the surface of the Premises any telephone, telegraph, power, communication or signal lines, poles and/or appurtenances, fiber optic communications, tracks, roadways, pipelines, structures, improvements or facilities of similar or different character, as now located, and to construct, install, establish,

and thereafter maintain, use, operate and to renew on, beneath or above the surface of the Premises, any or all said things, provided the same do not materially interfere with Licensee's use of Premises as hereinabove provided. Upon the determination by Railroad that further tracks should be built on the Premises and such future Railroad use will require relocation or modifications to the Drainage Facilities, the costs of such relocation or modifications shall be shared between Railroad and Licensee according to the relative benefits accruing from the existence of Drainage Facilities.

4. This grant of license and permission is further subject to the following terms, provisions and conditions, which Licensee hereby expressly accepts, to wit:

- (a) Licensee shall not begin, nor permit its contractor to begin, any work of any nature whatsoever on or about Premises until Licensee or its contractor shall have given Railroad's Superintendent-Transportation Services or the duly authorized representative at least 72 hours' written notice in advance of starting same;
- (b) Licensee or its contractor shall perform its work hereunder at such time and in such manner as shall be agreed upon between Licensee and Railroad's said Superintendent-Transportation Services or the duly authorized representative. During the entire progress of Licensee's work on or about Premises, Licensee or its contractor shall maintain contact and liaison with Railroad's authorized representatives so as to ascertain the time of passage of trains at the site of Licensee's work and so as to permit free and safe flow of railroad traffic. All work of Licensee shall be performed without interference with Railroad's tracks and operations and Railroad's and its lessees' or licensees' structures or facilities. Licensee or its contractor shall use utmost care in protecting Railroad's and others' property and in avoiding accidents. Licensee shall leave Premises in a condition satisfactory to Railroad's authorized representatives;
- (c) Licensee shall, at its sole cost, operate and maintain the Drainage Facilities in good and safe condition and keep same free and clear of debris, sediment or obstructive matter which may or could interfere with or impede the proper functioning thereof;
- (d) Licensee shall, at Licensee's sole cost and responsibility, remove such of Railroad's right of way fence, as may be required in the performance

of its work hereunder, and, upon conclusion of said work, permanently reinstall said fence in its original location, all to the satisfaction of Railroad's Superintendent-Transportation Services or the duly authorized representative; and

- (e) Licensee shall, at Licensee's sole cost, risk and responsibility, furnish or do or cause to be furnished or done any and all things, and when, where and as from time to time required to accomplish whatsoever Licensee attempts or is bound to do at any time hereunder. Said things, including the time and manner of doing any work, each shall conform to the requirements of the Railroad as well as of any State, Federal or Municipal authority.

5. In addition to the requirements set forth elsewhere in this Agreement, Licensee shall submit the design of Drainage Facilities to Railroad for approval. No work shall be performed in connection with Drainage Facilities prior to receipt of Railroad's approval. No approval by Railroad of Licensee's or its contractor's plans shall relieve Licensee or its contractor of any responsibility or liability hereunder. Subsequent to installation of the Drainage Facilities, Premises shall be restored to a condition satisfactory to Railroad's Superintendent Transportation Services or the duly authorized representative.

6. Licensee, without any cost or expense to Railroad, shall furnish or cause to be furnished the necessary labor, material, equipment and instrumentalities and shall perform or cause to be performed all the work of constructing, excavating, installing and maintaining said Drainage Facilities.

7. During any periods when work is being performed on or adjacent to Premises by Licensee or its contractor in connection with any of the work to be performed hereunder, Railroad is authorized to furnish flagmen or other protective services or devices and to take such other action as in Railroad's opinion may be necessary for Railroad's protection in the conduct of railroad operations; and Licensee, upon receipt of bill therefor, shall reimburse Railroad for any costs so incurred, such cost to be computed in accordance with Railroad's customary practices. The providing of this service shall not relieve Licensee or its contractor of any responsibility or liability.

8. Licensee hereby agrees that it or its contractor, during the performance of excavating, constructing and maintaining the Drainage Facilities, or any part thereof, will keep its employees, material and machinery at least thirty (30) feet from the centerline of Railroad's nearest track. There shall be no crossings of Railroad's tracks except at existing open, public crossings.

9. (a) Fiber optic cable systems may be buried on Railroad's property. Before commencing work on the Premises, Licensee shall telephone Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on or about the Premises defined herein. If it is, Licensee will telephone the telecommunications company(ies) designated by Railroad, arrange for a cable locator, and make arrangements for relocation or other protection for the fiber optic cable prior to beginning any work on the Premises.

(b) In addition to the liability terms elsewhere in this Agreement, and to the extent that it may lawfully do so, Licensee shall indemnify and hold Railroad harmless against and from all cost, liability, and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of Licensee, its contractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by Licensee, and/or its contractor, agents and/or employees, on Railroad's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property, and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunications company(ies).

10. Licensee shall procure, or require any contractor engaged or employed to perform any work hereunder on behalf of Licensee on any part of Premises to procure, and keep in effect during the period of such work Workmen's Compensation Insurance in statutory limits, and Contractor's Public Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of bodily injuries to or death of one person and, subject to that limit for each person, a total limit of \$2,000,000 for all damages arising out of bodily injury to or death of two or more persons in any one occurrence, and Property Damage Liability Insurance providing for a limit of not less than \$1,000,000 for all damages arising out of injury to or destruction of property in any one occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of \$2,000,000 for all damages arising out of injury to or destruction of property during the annual policy period. If any part of the work is sublet, similar insurance shall be provided by or on behalf of the subcontractors to cover their operations. Any limitation in the foregoing insurance which excludes work performed within fifty (50) feet of a railroad track shall be exempted out of said policies.

11. Regardless of the insurance provisions set forth in Section 10. hereof, Licensee shall further require any contractor engaged or employed to perform any of the work referred to herein on any part of Railroad's property covered by this agreement to

procure and keep in effect during the period of such work Railroad Protective Liability Insurance, in form set forth in Federal Highway Program Manual, Volume 6, Chapter 6, Section 2, Subsection 2, dated October 25, 1974, issued by Federal Highway Administration, as amended, on behalf of Railroad, in amount of \$2,000,000 combined single limit per occurrence for bodily injury, death and property damage, with an aggregate limit of \$6,000,000 for the annual term of the policy; such insurance shall be in form and in a company satisfactory to Railroad; and Licensee or its contractor shall not attempt to perform any work on or about Premises until notified by Railroad that the Railroad Protective Liability policy required hereunder is in form satisfactory to Railroad.

12. Licensee further hereby agrees that Railroad shall not, at any time, be required to bear or assume any cost or expense in or incident to the construction, operation and maintenance of the Drainage Facilities; Licensee hereby expressly agrees to bear and assume all such cost and expense.

13. Licensee hereby agrees to bear and assume any and all costs of repairing or replacing any property of Railroad or others damaged or destroyed in connection with the performance of any work hereunder by or on behalf of Licensee, or as a result of the exercise of the rights herein granted.

14. To the extent that it may lawfully do so, Licensee hereby assumes and discharges Railroad from, and shall defend, indemnify and save harmless Railroad from and against, any and all claims, suits, damages, costs (including attorneys' fees), losses, outlays, and expenses of any nature whatsoever (1st) in any manner resulting from, arising out of or incident to the installation, construction, maintenance, repair, reconstruction, removal, use or existence of Drainage Facilities and appurtenances thereto, or any part thereof, including the breaking of any part thereof and any leakage therefrom, (2nd) grounded upon the effect at any time of any water which, because of or incident to the construction, excavation, operation, maintenance or existence of Drainage Facilities, or any part thereof, shall flow upon the lands, crops or improvements of any person or party, or (3rd) resulting from or growing out of any failure of Licensee to comply with or perform any of the obligations, terms or provisions on Licensee's part to be complied with or performed hereunder. Licensee further agrees to assume all risk of loss or damage to Drainage Facilities regardless of how caused; provided, however, the foregoing indemnifications provisions shall not apply to any claims, suits, damages, costs, losses, outlays and expenses for which Railroad shall have been fully compensated through insurance required of Licensee's contractors as per Sections 10 and 11 hereof.

15. (a) This agreement shall begin with the date first hereinabove written and continue thereafter for so long as Premises shall be used for the purposes set forth herein;

provided, however, if Licensee shall abandon the use of Premises, or any part thereof, for such purposes, this license and permission and the rights and privileges granted hereby as to the portion or portions so abandoned shall expire and terminate at the time each such portion shall be so abandoned; whereupon Railroad shall have the same complete title to Premises so abandoned as though these presents had never been executed and the right to enter thereon and exclude therefrom Licensee, its successors and assigns.

(b) This Agreement may be terminated on six (6) months written notice to Licensee from Railroad, should the Premises be needed for Railroad purposes, provided that alternate drainage can be established at another location, upon agreement of the parties which apportions cost according to the relative benefits the parties enjoy for the existence of the Drainage Facilities.

16. The rights herein granted by Railroad are limited to such right, title or interest as Railroad may have in Premises and are made without any warranty, express or implied. It is understood by the parties hereto that such rights are granted subject to the existing rights therein of any third party, if any. It shall be Licensee's sole obligation to obtain such additional permission, license and grants as may be necessary on account of any such existing rights. No damage shall be recoverable from Railroad because of dispossession of Licensee or because of failure of, defect in or extinction of Railroad's title.

17. This agreement and all of the covenants and conditions hereof shall inure to or bind each party's successors and assigns; provided: no right of Licensee shall be transferred or assigned, either voluntarily or involuntarily, except by express agreement acceptable to Railroad. Either party hereto may waive any default at any time of the other without affecting, or impairing any right arising from, any subsequent or other default.

18. Licensee, when returning this agreement to Railroad (signed), shall cause same to be accompanied by such order, resolution, or ordinance of the governing body of Licensee, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of Licensee with the power so to do and which shall certify that funds are available and have been appropriated for the payment of any sums agreed to be paid by Licensee hereunder.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement as of the day and year first hereinabove written.

MISSOURI PACIFIC RAILROAD COMPANY

By _____
Title:

ATTEST:

CITY OF SAN ANTONIO, TEXAS

Title: City Clerk

By _____
Title: City Manager

(Seal)

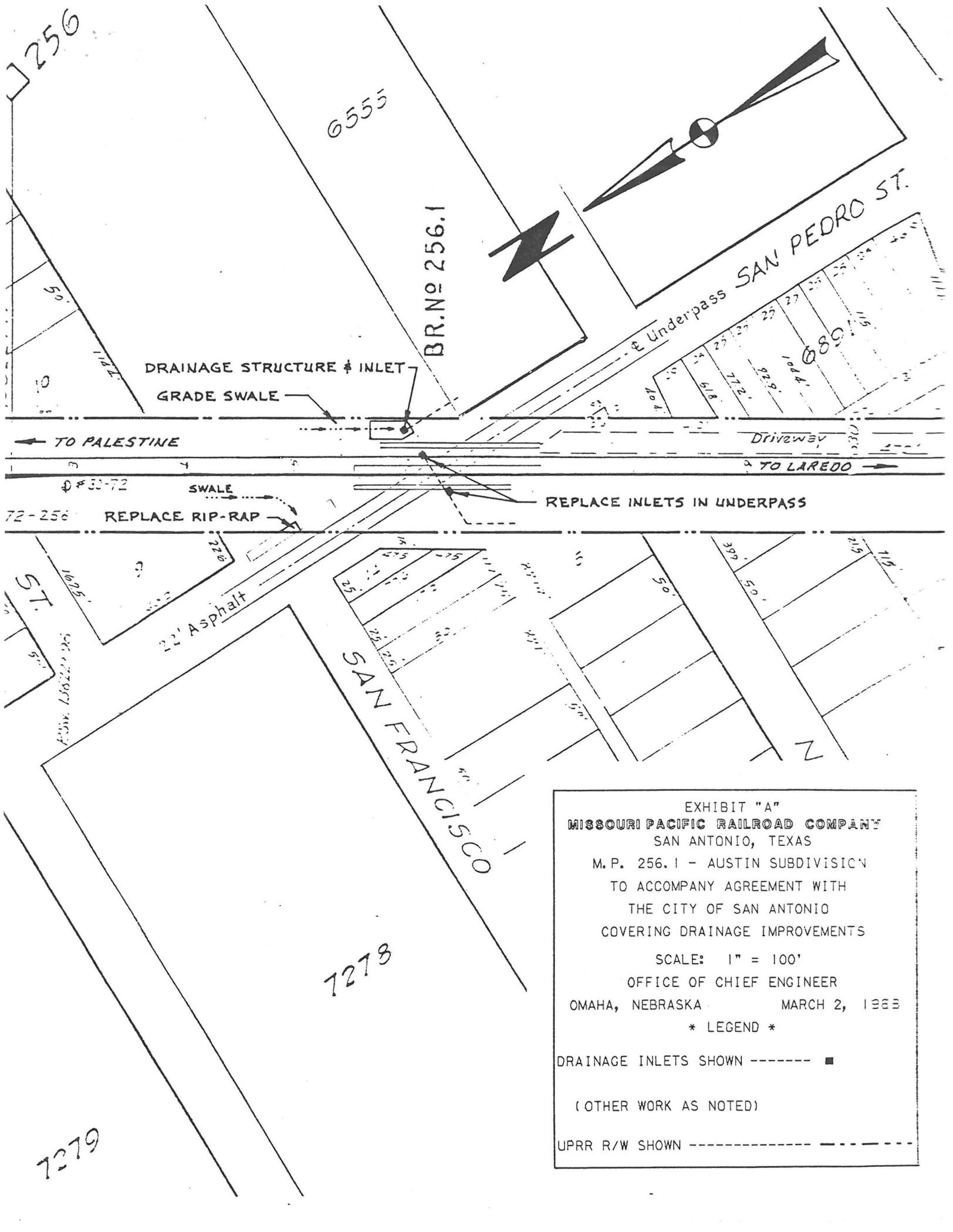


EXHIBIT "A"
 MISSOURI PACIFIC RAILROAD COMPANY
 SAN ANTONIO, TEXAS
 M. P. 256.1 - AUSTIN SUBDIVISION
 TO ACCOMPANY AGREEMENT WITH
 THE CITY OF SAN ANTONIO
 COVERING DRAINAGE IMPROVEMENTS
 SCALE: 1" = 100'
 OFFICE OF CHIEF ENGINEER
 OMAHA, NEBRASKA MARCH 2, 1933
 * LEGEND *
 DRAINAGE INLETS SHOWN ----- ■
 (OTHER WORK AS NOTED)
 UPRR R/W SHOWN -----

/le

TO: City Attorney

DATE: July 21, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of August 4th

Parcel: 11974

Project: Lullwood Drainage No. 36

1. Amount to appropriate (or authorize payment): N/A

2. Title company, as escrow agent: N/A

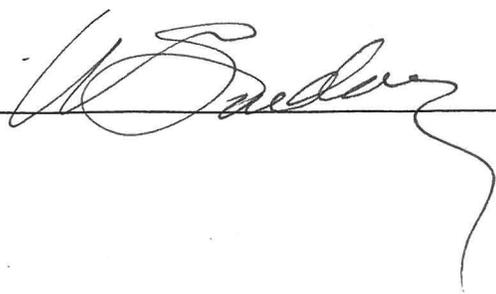
3. Account or Fund #: N/A

Special Instructions: Accepting an Agreement with the Missouri Pacific Railroad

Company and authorizing the City Manager or his designee to execute same.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

TEMPORARY USE OF RAILROAD PROPERTY
FOR ROADWAY DETOUR PURPOSES

THIS AGREEMENT is made and entered into as of the _____ day of _____, 1988, by and between MISSOURI PACIFIC RAILROAD COMPANY, a Utah corporation (hereinafter the "Railroad"), and CITY OF SAN ANTONIO, a municipal corporation of the State of Texas (hereinafter the "Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. DEFINITION OF LICENSEE.

For purposes of this agreement, all references in this agreement to the Licensee shall include the Licensee's contractors, subcontractors, officers agents and employees, and others acting under its or their authority.

Article 2. RIGHT GRANTED; PURPOSE.

The Railroad hereby grants to the Licensee the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon, have ingress to and egress form and to have temporary use of that portion of Railroad's property near San Antonio, Texas as shown on the attached print dated March 1, 1988, marked Exhibit B, for the purpose of constructing and operating a temporary detour roadway at grade, including structures, paving and other necessary facilities, during the period of time that the Licensee is constructing drainage facilities on Railroad's property in connection with Lullwood Drainage Project No. 36. The right herein granted to Licensee is limited to those portions of the Railroad's property specifically described herein.

Article 3. TERMS AND CONDITIONS CONTAINED IN EXHIBITS A AND A-1.

The terms and conditions contained in Exhibits A and A-1, hereto attached, are hereby made a part of this agreement.

Article 4. ALL EXPENSES TO BE BORNE BY LICENSEE; RAILROAD REPRESENTATIVE.

The Licensee shall bear any and all costs and expenses associated with any work performed by the Licensee, or any costs or expenses incurred by the Railroad relating to this agreement. All work performed by Licensee on Railroad's property shall be performed in a manner satisfactory to the respective local Superintendent of Transportation Services of the Railroad or his authorized representative (hereinafter the Railroad Representative).

Article 5. TERM.

The grant of right herein made to Licensee shall commence on the date first herein written and continue thereafter for a period of one (1) year or until the Licensee has completed its work in connection with Lullwood Drainage Project No. 36, whichever is earlier. Licensee agrees to notify the Railroad Representative in writing when it has completed its work in connection with Lullwood Drainage Project No. 36 and its use of the property shown on Exhibit B is no longer needed for temporary detour purposes.

Article 6. CERTIFICATE OF INSURANCE.

A. Before commencing any work, the Licensee will provide the Railroad with a Certificate issued by its insurance carrier providing the insurance coverage required pursuant to Exhibit A-1 of this agreement in a policy which contains the following type of endorsement:

Missouri Pacific Railroad Company is named as additional insured with respect to all liabilities arising out of Insured's, as Licensee, performance of any work on the property of the Railroad.

B. Licensee warrants that this agreement has been thoroughly reviewed by its insurance agent(s)/broker(s) and that said agent(s)/broker(s) has been instructed to procure insurance coverage and an endorsement as required herein.

C. All insurance correspondence shall be directed to: Union Pacific Railroad Company, Manager Insurance, Room 908, 1416 Dodge Street, Omaha, NE 68179.

Article 7. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

Fiber optic cable systems may be buried on Licensor's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Prior to beginning any work, the Licensee shall telephone the Railroad at 1-800-336-9193 (a 24-hour number) to determine if fiber optic cable is buried anywhere on the property set forth herein. If it is, the Licensee shall also comply with and be subject to the provisions contained in Section 7 of Exhibit A.

Article 8. ENFORCEABILITY; CHOICE OF LAW; CHOICE OF FORUM.

This agreement shall be governed, construed, and enforced in accordance with the laws of the state of Nebraska. Litigation arising out of or connected with this agreement may be instituted and maintained in the courts of the states of Nebraska

and Texas only, and the parties consent to jurisdiction over their person and over the subject matter of any such litigation, in those courts, and consent to service of process issued by such courts.

Article 9. RESTORATION OF PROPERTY.

Upon expiration of the term of this agreement, the Licensee shall restore Railroad's premises to as good a condition as existed before the temporary roadway was constructed.

Article 10. RESOLUTION.

Licensee, when returning the executed counterparts of this Agreement to the Railroad, shall also attach to this agreement such order, resolution or ordinance of the governing body of Licensee, passed and approved as by law prescribed and duly certified, evidencing that the person executing this agreement has the necessary authority to execute this agreement on behalf of the Licensee and that funds are available and/or have been appropriated for the payment of any sums agreed to be paid by the Licensee under this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this agreement in duplicate as of the date first herein written.

MISSOURI PACIFIC RAILROAD COMPANY

By _____
Dir. - Contracts & Real Estate

Attest:

CITY OF SAN ANTONIO

Title: City Clerk

By _____
Title: City Manager

EXHIBIT A

Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.

The Licensee agrees to notify the Railroad Representative at least 48 hours in advance of Licensee commencing its work and at least 24 hours in advance of proposed performance of any work by the Licensee in which any person or equipment will be within 25 feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within 25 feet of any track. Upon receipt of such notice, the Railroad Representative will determine and inform the Licensee whether a flagman need be present and whether the Licensee need implement any special protective or safety measures. If any flagmen or other special protective or safety measures are performed by the Railroad, such services will be provided at Licensee's expense with the understanding that if the Railroad provides any flagging or other services the Licensee shall not be relieved of any of its responsibilities or liabilities set forth herein.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

(a) The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of the Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by the Railroad without liability to the Licensee or to any other party for compensation or damages.

(b) The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of the Railroad's property, and others) and the right of the Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH RAILROAD'S OPERATION.

No work performed by Licensee shall cause any interference with the constant, continuous and uninterrupted use of the tracks, property and facilities of the Railroad its lessees, licensees or others, unless specifically permitted under this agreement, or specifically authorized in advance by the Railroad Representative. Nothing shall be done or suffered to be done by the Licensee at any time that would in any manner impair the safety thereof. When not in use, Licensee's machinery and materials shall be kept at least 50 feet from the centerline of Railroad's nearest track, and there shall be no crossings of Railroad's tracks except at existing open public crossings.

Section 4. INTERIM WARNING DEVICES.

The Licensee shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures at the roadway to protect the motoring public.

Section 5. PERMITS.

Prior to beginning any work, the Licensee, at its sole expense, shall obtain all necessary permits to perform any work contemplated by this agreement.

Section 6. MECHANIC'S LIENS.

The Licensee shall pay in full all persons who perform labor or provide materials for the work to be performed by Licensee. The Licensee shall not permit or suffer any mechanic's or materialmen's liens of any kind or nature to be enforced against any property of the Railroad for any such work performed. The Licensee shall indemnify and hold harmless the Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished.

Section 7. FIBER OPTIC CABLE SYSTEMS.

If fiber optic cable is buried anywhere on the Railroad premises to be used by Licensee, the Licensee will telephone the telecommunications company(ies) involved, arrange for a cable locator and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on Railroad's premises. In addition to the liability terms elsewhere in this Agreement, the Licensee shall indemnify and hold the Railroad harmless against and from all cost, liability and expense whatsoever (including, without limitation, attorney's fees and court costs and expenses) arising out of or in any way contributed to by any act or omission of the Licensee, its subcontractor, agents and/or employees, that causes or in any way or degree contributes to (1) any damage to or destruction of any telecommunications system by the Licensee and/or its subcontractor, agents and/or employees, on Railroad's property, (2) any injury to or death of any person employed by or on behalf of any telecommunications company and/or its contractor, agents and/or employees, on Railroad's property and/or (3) any claim or cause of action for alleged loss of profits or revenue by, or loss of service by a customer or user of, such telecommunication company(ies).

Section 8. COMPLIANCE WITH LAWS.

In the prosecution of the work covered by this agreement, the Licensee shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Licensee shall use only such methods as are consistent with safety, both as concerns the Licensee, the Licensee's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Licensee (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration regulations shall be followed when work is performed on the Railroad's property. If any failure by the Licensee to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Licensee shall reimburse and indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Licensee further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

-Section 9. SAFETY MEASURES; PROTECTION OF RAILROAD OPERATIONS.

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Licensee that the work will be performed in a safe manner and in conformity with the following standards:

(a) Supervision. The Licensee, at its own expense, shall adequately police and supervise all work to be performed by the Licensee, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Licensee for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's Representative, or by compliance by the Licensee with any requests or recommendations made by such Representative. The Licensee will give due consideration to suggestions and recommendations made by the Railroad Representative for the safety and protection of the Railroad's property and operations.

(b) Suspension of Work. If at any time the Licensee's engineers or the Railroad Representative shall be of the opinion that any work of the Licensee is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Licensee shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

(c) Removal of Debris. The Licensee shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Licensee at the Licensee's own expense or by the Railroad at the expense of the Licensee. The Licensee shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the temporary roadway.

(d) Explosives. The Licensee shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad Representative, which shall not be given if, in the sole discretion of the Railroad Representative, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate. In addition to any conditions, restrictions or limitations as may be specifically imposed:

(1) Unless the Railroad Representative agrees otherwise, the Licensee shall provide no less than 48 hours notice, excluding weekends and holidays, before discharging any explosives.

(2) Any explosives loaded in holes or placed or otherwise readied for discharge on a day shall be discharged on the same day during daylight hours, and at mutually acceptable times.

(3) The Licensee, at its own expense, shall take all precautionary measures and construct all temporary shelters necessary to guard against danger of damage, destruction or interference arising out of or connected with any blasting or any transportation, handling, storage, security or use of explosives.

(4) The Licensee shall require explosives to be transported, handled, stored or otherwise secured and used in a manner satisfactory to the Railroad and in accordance with local, state and Federal laws, rules and regulations, including, without limitation, United States Department of Labor, Bureau of Labor Standards, Safety and Health Regulations for Construction, 29 CFR Part 1518, Subpart U--"Blasting and the Use of Explosives"; and Occupational Safety and Health Administration Occupational Safety and Health Standards, 29 CFR Part 1910, Subpart H--"Hazardous Materials".

(e) Obstructions to View. Except as otherwise specifically provided herein, the Licensee shall not cause or permit the view along the tracks of the Railroad to be obstructed, nor place any combustible material on the premises, nor erect any structures thereon. If public law or regulation requires control or removal of weeds or vegetation on each side of the roadway, the Licensee will perform such control or removal work without expense to the Railroad or, if the Licensee may not lawfully perform the control or removal work, reimburse the Railroad for the cost of performing such control or removal.

(f) Excavation. The Licensee shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Licensee shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Licensee, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Licensee in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad Representative to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

(g) Drainage. The Licensee, at the Licensee's own expense, shall provide and maintain suitable facilities for draining the roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Licensee, at the Licensee's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Licensee, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof, or property of others. The Licensee shall not obstruct or interfere with existing ditches or drainage facilities.

Section 10.- INDEMNITY.

(a) As used in this Section, "Railroad" includes other railroad companies using the Railroad's property at or near the location of the Licensee's installation and their officers, agents, and employees; "Loss" includes loss, damage, claims, demands, actions, causes of action, penalties, costs, and expenses of whatsoever nature, including court costs and attorneys' fees, which may result from: (a) injury to or death of persons whomsoever (including the Railroad's officers, agents, and employees, the Licensee's officers, agents, and employees, as well as any other person); and (b) damage to or loss or destruction of property whatsoever (including Licensee's property, damage to the roadbed, tracks, equipment, or other property of the Railroad, or property in its care or custody).

(b) As a major inducement and in consideration of the license and permission herein granted, the Licensee agrees to indemnify and hold harmless the Railroad from any Loss which is due to or arises from any cause and is associated in whole or in part with the work performed under this agreement, a breach of the agreement or the failure to observe the health and safety provisions herein, or any activity or omission arising out of performance or nonperformance of this agreement.

Section 11. RESTORATION OF PROPERTY.

In the event the Railroad authorizes the Licensee to take down any fence of the Railroad or in any manner move or disturb any of the other property of the Railroad in connection with the work to be performed by Licensee, then in that event the Licensee shall, as soon as possible and at Licensee's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed, and the Licensee shall indemnify and hold harmless the Railroad, its officers, agents and employees, against and from any and all liability, loss, damages, claims, demands, costs and expenses of whatsoever nature, arising from the taking down of any fence or the moving or disturbance of any other property of the Railroad.

Section 12. WAIVER OF BREACH.

The waiver by the Railroad of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by the Licensee shall in no way impair the right of the Railroad to avail itself of any subsequent breach thereof.

Section 13. ASSIGNMENT - SUBCONTRACTING.

The Licensee shall not assign, sublet or subcontract this agreement, or any interest therein, without the written consent of the Railroad and any attempt to so assign, sublet or subcontract without the written consent of the Railroad shall be void. If the Railroad gives the Licensee permission to subcontract all or any portion of the work herein described, the Licensee is and shall remain responsible for all work of subcontractors and all work of subcontractors shall be governed by the terms of this agreement.

EXHIBIT A-1

Insurance Requirements

Licensee shall, at its own sole cost and expense, procure the following kinds of insurance and promptly pay when due all premiums for that insurance. If it so elects, Railroad shall have the right to obtain such insurance and Licensee shall promptly reimburse Railroad for that expense. The following insurance shall be kept in force during the life of this Agreement:

General Public Liability insurance providing bodily injury, including death, personal injury and property damage coverage with a combined single limit of at least \$2,000,000 each occurrence or claim and a general aggregate limit of at least \$4,000,000. This insurance shall provide Broad Form Contractual Liability covering the indemnity provisions contained in this Agreement, Underground hazard, Products-Completed Operations with products-completed operation aggregate of at least \$2,000,000, a separate general aggregate for the project (ISO Form CG 25 03 or equivalent), Broad Form Property Damage, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Licensee's obligation to Railroad in the Agreement. If coverage is purchased on a "claims made" basis it shall provide for at least a three (3) year extended reporting or discovery period, which shall be invoked should insurance covering the time period of this Agreement be cancelled.

Automobile Public Liability insurance providing bodily injury and property damage with a combined single limit of at least \$2,000,000 each occurrence or claim. This insurance shall provide contractual liability by endorsement ISO Form CA 00 25 or equivalent covering all motor vehicles including hired and non-owned, mobile equipment to the extent it may be excluded from general liability insurance, severability of interests and name Railroad as an additional insured with respect to all liabilities arising out of Licensee's obligation to Railroad in the Agreement.

Worker's Compensation insurance covering the statutory liability as determined by the compensation laws of the state(s) affected by this Agreement and Employers' Liability. Also compliance with all laws of states which require participation in their state workers' compensation fund.

Railroad Protective Liability insurance naming Railroad and any railroad operating over its tracks as insured with a combined single limit of \$2,000,000 per occurrence with a \$6,000,000 aggregate. The policy form shall be AAR-AASHTO with broad form coverage for "Physical Damage to Property" (ISO Form GL 00 30) or as revised ISO-RIMA (Form CG 00 35) and include pollution arising out of fuels and lubricants brought to the job site (ISO Form CG 28 31 or equivalent). If the Lloyd's, London policy form is used, limits shall be \$3,000,000 per occurrence with a \$9,000,000 aggregate and the Extended Claims Made Date shall be determined by adding the length of the original policy period plus one year to the policy expiration date.

The Licensee hereby waives its right to subrogation, as respects the above insurance policy(ies), against Railroad for payments made to or on behalf of employees of Licensee or its agents and for loss of its owned or leased property or property under its care, custody and control while on or near Railroad's right-of-way or other real property. Licensee's insurance shall be primary with respect to any insurance carried by Railroad.

Licensee shall furnish to Railroad certificate(s) of insurance evidencing the required coverage and endorsement(s) and upon request a certified duplicate original of any of those policies. The insurance company(ies) issuing such policy(ies) shall notify Railroad in writing of any material alteration including any change in the retroactive date in any "claims-made" policies or substantial reduction of aggregate limits, if such limits apply, or cancellation thereof at least thirty (30) days prior thereto.

The insurance policy(ies) shall be written by a reputable insurance company or companies acceptable to Railroad or with a current Best's Insurance Guide Rating of B and Class VII or better. Such insurance company shall be authorized to transact business in the state(s) affected by this Agreement.

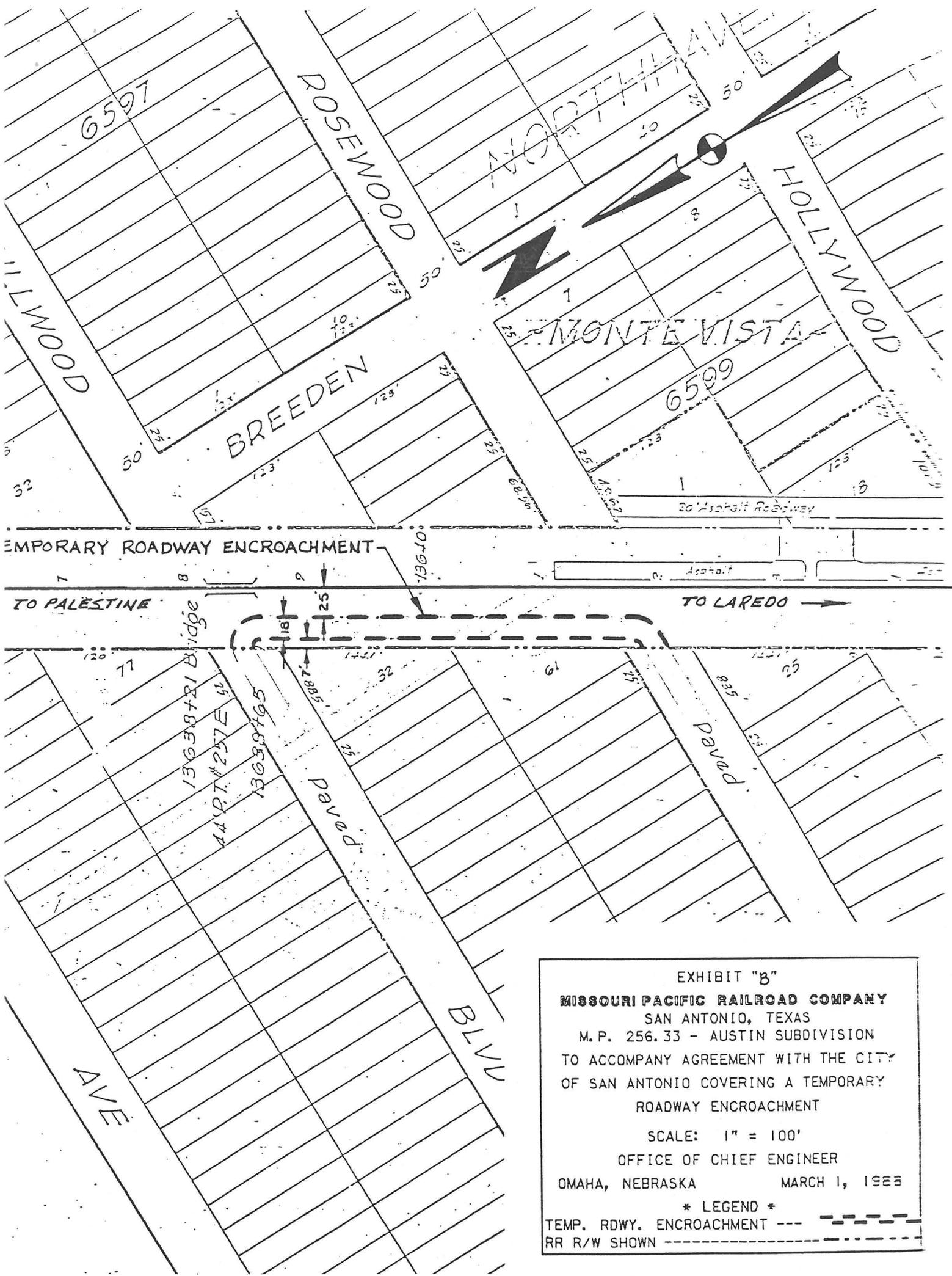


EXHIBIT "B"
MISSOURI PACIFIC RAILROAD COMPANY
 SAN ANTONIO, TEXAS
 M. P. 256.33 - AUSTIN SUBDIVISION
 TO ACCOMPANY AGREEMENT WITH THE CITY
 OF SAN ANTONIO COVERING A TEMPORARY
 ROADWAY ENCROACHMENT
 SCALE: 1" = 100'
 OFFICE OF CHIEF ENGINEER
 OMAHA, NEBRASKA MARCH 1, 1963
 * LEGEND *
 TEMP. ROWY. ENCROACHMENT ---
 RR R/W SHOWN - - - - -

/le

TO: City Attorney

DATE: JULY 21, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of August 4th

Parcel: 12471

Project: TRIPARTY DOWNTOWN TRANSPORTATION IMPROVEMENTS PROJECT

1. Amount to appropriate (or authorize payment): \$23,000.00

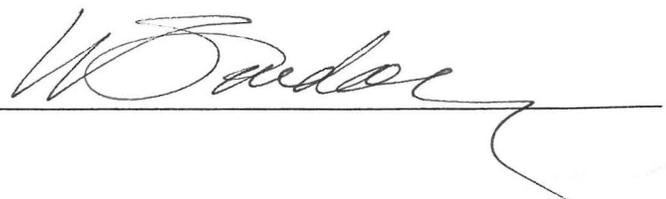
2. Title company, as escrow agent: FIRST AMERICAN TITLE

3. Account or Fund #: 26-051004 INDEX CODE # 212068

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/dow 5/24/88

Parcel: 12471

Project: TriParty Downtown
Transportation
Improvements Project

SALES AGREEMENT

* * * * *

STATE OF TEXAS }
 { KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR }

THAT, ALLRIGHT AUTO PARKS, INC., hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of TWENTY-THREE THOUSAND AND NO/100 (\$23,000.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; 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, Texas, to-wit:

A tract of land containing 459.80 square feet (0.0106 acres) of land and being a portion of Lot 23, City Block 986 and being more particularly described as shown on Exhibit "A" attached hereto and made a part hereof;

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys, except for the portable building and parking lot fixtures thereon which shall be removed therefrom by Seller no later than the consummation of the sale transaction contemplated hereby.
The above consideration includes payment for trees and/or landscaping within the above described real estate.

SPECIAL CONDITIONS: None

SELLER hereby agrees to furnish PURCHASER a Release of Lien or Partial Release of Lien, if applicable.

~~It is agreed and understood that SELLER, its legal representatives, successors and/or assigns, does hereby consent and agrees to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owner's land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.~~

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the SELLER, if any.

The sale transaction contemplated hereby shall be consummated no later than sixty (60) days after the date hereof; otherwise, Seller, if Seller so elects, may terminate this agreement by written notice to Purchaser, whereupon neither party shall have any further obligation to the other hereunder.

First American Title Company shall act as escrow agent and the SELLER upon demand by the PURCHASER 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. and the payment to Seller of the agreed purchase price.

The agreed purchase price in the amount of \$23,000.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as a tenant at the will of the PURCHASER.

Until title has been conveyed to the PURCHASER, 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 PURCHASER without expense to the SELLER shall prepare the deed, including all closing costs thereto.

SELLER will pay all taxes on the herein 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 PURCHASER 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; this agreement shall become null and void and without effect if not accepted by Purchaser within THIRTY (30) days of the date hereof.

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 "PURCHASER", 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 its interest in said property.

EXECUTED this the 8th day of June, A.D., 1988.

WITNESS:

Larry Page

ALLRIGHT AUTO PARKS, INC., a Delaware corporation (successor by merger to Allright Properties, Inc., a Delaware corporation)

BY: Andrew D. Travis
Vice President

OWNER'S ADDRESS: P.O. Box 1490
San Antonio, TX 78295

ADDRESS OF PARCEL:

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____

WILLIAM S. TOUDOUZE
Real Estate Manager
REAL ESTATE DIVISION

EXHIBIT "A"

FIELD NOTES FOR A TRACT OF LAND CONTAINING
459.80 SQUARE FEET (0.0106 ACRES) OF LAND AND
BEING A PORTION OF LOT 23, CITY BLOCK 986 AND
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Beginning: At the point of intersection of the west right-of-way
line of Navarro Street and the east right-of-way line of
St. Mary's Street also being the most southerly point of
Lot 23.

THENCE: - N 44° 01' W a distance of 37.00 feet along the east
right-of-way line of St. Mary's Street to an angle
point.

THENCE: N 67° 05' E a distance of 26.64 feet to a point on the
west right-of-way line of Navarro Street.

THENCE: S 01° 49' E a distance of 37.00 feet along the west
right-of-way line of Navarro Street to the point of
beginning of this tract of land containing 495.80 square
feet (0.0106 Acres).

H-1830

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RECEIVED
Parcel No. 12566
CITY CLERK

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

97 NOV 26 AM 10:26

Deed

Easement / VOL4405 PAGE 1853-1858

Title Guaranty Policy

Other: Partial Release of Lien: VOL: 4405 PAGE 1838-1842

Affidavit : VOL4405 PAGE 1822-1825

The above parcel was obtained for Cavalier Street Drainage

Ordinance No.: 67663, Date: 08/04/88

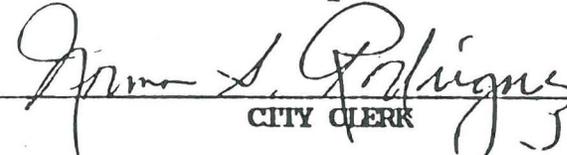
REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: November 28, 1997

FILED _____ (date) in

The Office of the City Clerk


CITY CLERK

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

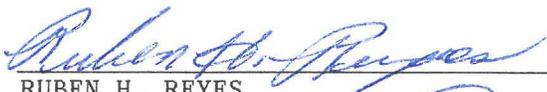
TRACT II:

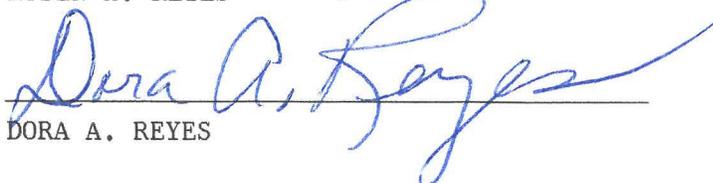
A parcel of land out of Lot 3, Block 16, New City Block 3421, PALM HEIGHTS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 324, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "B" attached hereto and made a part hereof

for the purpose of using said land for an an all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of the 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 rights unto the said GRANTEE, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And GRANTORS do hereby bind themselves, their, successors and/or assign 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 27th day of JUNE, A.D. 1988


RUBEN H. REYES


DORA A. REYES

VOL 405 PAGE 1854

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 27TH day of JUNE, 1988, by RUBEN H. REYES and wife, DORA A. REYES.

Eldon D. White

NOTARY PUBLIC in and for the State of
T E X A S



ELDON D. WHITE

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-88

STATE OF TEXAS

EXHIBIT "A"

COUNTY OF BEXAR

FIELD NOTES
FOR
PARCEL NO. 12566

7.5 FOOT DRAINAGE EASEMENT

FIELD NOTES for 0.022 acres of land more or less, being out of Lot 3, Block 16, NCB 3421, in the City of San Antonio, Bexar County, Texas. Said 0.022 acres being described as follows:

- BEGINNING: At a set iron pin on the south right-of-way line of Jennings Avenue at the northeast corner of said Lot 3 and of the parcel being described, said iron pin bears S 84° 03' 15" E, 150.00 feet from the intersection of the south right-of-way line of Jennings Avenue and the east right-of-way line of Marian Street;
- THENCE: Along the east line of said Lot 3, S 06° 28' 08" W, 125.00 feet to a set iron pin at the southeast corner of said Lot 3;
- THENCE: Along the south line of said Lot 3, N 84° 03' 15" W, 7.50 feet to a set iron pin;
- THENCE: Departing said south line, N 06° 28' 08" E, 125.00 feet to a set iron pin on the south right-of-way line of Jennings Avenue;
- THENCE: Along said Jennings Avenue right-of-way line, S 84° 03' 15" E, 7.50 feet to the POINT OF BEGINNING containing 0.022 acres or 937.5 square feet of land more or less.


 DAVID A. CASANOVA
 Registered Public Surveyor No. 4251

Date: 5-6-88



RECEIVED
 MAY 12 1988

ROW ACQUISITION

VOL 4 05 PAGE 1856

STATE OF TEXAS

EXHIBIT " B "

COUNTY OF BEXAR

FIELD NOTES
FOR
PARCEL NO. 12566

10 FOOT TEMPORARY CONSTRUCTION EASEMENT

FIELD NOTES for 0.029 acres of land more or less, being out of Lot 3, Block 16, NCB 3421, in the City of San Antonio, Bexar County, Texas. Said 0.029 acres being described as follows:

- BEGINNING: At a set iron pin on the south right-of-way line of Jennings Avenue at the northwest corner of the parcel being described, said iron pin bears S 84° 03' 15" E, 132.50 feet from the intersection of the south right-of-way line of Jennings Avenue and the east right-of-way line of Marian Street;
- THENCE: Along the Jennings Avenue right-of-way line, S 84° 03' 15" E, 10.00 feet to a set PK nail;
- THENCE: Departing the Jennings Avenue right-of-way line and along the west line of a 7.5 foot drainage easement, S 06° 28' 08" W, 125.00 feet to a set iron pin on the south line of said Lot 3;
- THENCE: Along said south line, N 84° 03' 15" W, 10.00 feet to a set iron pin;
- THENCE: Departing said south line, N 06° 28' 08" E, 125.00 feet to the POINT OF BEGINNING containing 0.029 acres or 1250 square feet of land more or less.


 DAVID A. CASANOVA
 Registered Public Surveyor No. 4251

Date: 5-6-88



VOL 4 0 5 PAGE 1 8 5 7

RECEIVED
 MAY 12 1988
 ROW ACQUISITION

BOOK NO. 1000
MAY 13 1988
RECEIVED

MJK

...in the ... of the ... real ...
... of the ... under ... Law.
... in the ... on the ...
... and was duly ... in the ...

SEP 23 1988



Racoon S. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1988 SEP 23 A 9:25

EXHIBIT 8

1047035

/g1 07/08/88

Project: Cavalier Street Drainage Project

Return to:

Parcel: 12566

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

PARTIAL RELEASE OF LIEN

STATE OF TEXAS }
 { KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR }

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 SEVEN THOUSAND FORTY-SIX AND 53/100 DOLLARS (\$7,046.53) dated November 30, 1982, executed by RUBEN REYES and wife DORA A. REYES, to FRANK H. HALSEL, Trustee, payable to the order of SAN ANTONIO SAVINGS ASSOCIATION, recorded in Volume 2723, Page 617 of the Real Property Records of Bexar County, Texas; against the following described property, to-wit:

TRACT I:

A parcel of land out of Lot 3, Block 16, New City Block 3421, PALM HEIGHTS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 324, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof,

TRACT II:

A parcel of land out of Lot 3, Block 16, New City Block 3421, PALM HEIGHTS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 324, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "B" attached hereto and made a part hereof,

for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) paid to the undersigned by RUBEN REYES and wife DORA A. REYES, the receipt of which is hereby acknowledged, do hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said RUBEN REYES and wife, DORA A. REYES, 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 8th day of July, A.D., 1988.

09-23-88 0313642 0283121

\$9.00 Y 01 07092 SAN ANTONIO SAVINGS ASSOCIATION

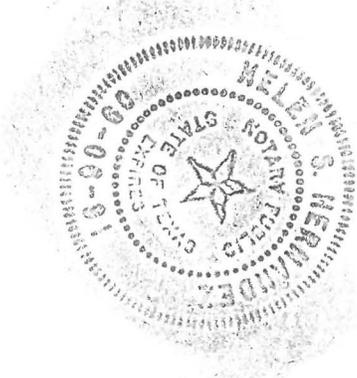
BY: Karon Gambill

Karon Gambill, Asst. Vice President

VOL 405 PAGE 1838

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 8th day of July, 1988 by Karon Cambill, Asst. V. Pres., _____ of SAN ANTONIO SAVINGS ASSOCIATION, on behalf of said association.



Helen S. Hernandez

NOTARY PUBLIC in and for the State of
T E X A S

Helen S. Hernandez

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES 9/6/91

STATE OF TEXAS
COUNTY OF BEXAR

EXHIBIT "A"

FIELD NOTES
FOR
PARCEL NO. 12566

7.5 FOOT DRAINAGE EASEMENT

FIELD NOTES for 0.022 acres of land more or less, being out of Lot 3, Block 16, NCB 3421, in the City of San Antonio, Bexar County, Texas. Said 0.022 acres being described as follows:

- BEGINNING: At a set iron pin on the south right-of-way line of Jennings Avenue at the northeast corner of said Lot 3 and of the parcel being described, said iron pin bears S 84° 03' 15" E, 150.00 feet from the intersection of the south right-of-way line of Jennings Avenue and the east right-of-way line of Marian Street;
- THENCE: Along the east line of said Lot 3, S 06° 28' 08" W, 125.00 feet to a set iron pin at the southeast corner of said Lot 3;
- THENCE: Along the south line of said Lot 3, N 84° 03' 15" W, 7.50 feet to a set iron pin;
- THENCE: Departing said south line, N 06° 28' 08" E, 125.00 feet to a set iron pin on the south right-of-way line of Jennings Avenue;
- THENCE: Along said Jennings Avenue right-of-way line, S 84° 03' 15" E, 7.50 feet to the POINT OF BEGINNING containing 0.022 acres or 937.5 square feet of land more or less.


DAVID A. CASANOVA
Registered Public Surveyor No. 4251

Date: 5-6-88



RECEIVED
MAY 12 1988

ROW ACQUISITION

VOL 4 0 5 PAGE 1 8 4 0

STATE OF TEXAS
COUNTY OF BEXAR

EXHIBIT "B"

FIELD NOTES
FOR
PARCEL NO. 12566

10 FOOT TEMPORARY CONSTRUCTION EASEMENT

FIELD NOTES for 0.029 acres of land more or less, being out of Lot 3, Block 16, NCB 3421, in the City of San Antonio, Bexar County, Texas. Said 0.029 acres being described as follows:

- BEGINNING:** At a set iron pin on the south right-of-way line of Jennings Avenue at the northwest corner of the parcel being described, said iron pin bears S 84° 03' 15" E, 132.50 feet from the intersection of the south right-of-way line of Jennings Avenue and the east right-of-way line of Marian Street;
- THENCE:** Along the Jennings Avenue right-of-way line, S 84° 03' 15" E, 10.00 feet to a set PK nail;
- THENCE:** Departing the Jennings Avenue right-of-way line and along the west line of a 7.5 foot drainage easement, S 06° 28' 08" W, 125.00 feet to a set iron pin on the south line of said Lot 3;
- THENCE:** Along said south line, N 84° 03' 15" W, 10.00 feet to a set iron pin;
- THENCE:** Departing said south line, N 06° 28' 08" E, 125.00 feet to the POINT OF BEGINNING containing 0.029 acres or 1250 square feet of land more or less.



DAVID A. CASANOVA
Registered Public Surveyor No. 4251

Date: 5-6-88



RECEIVED
MAY 12 1988

ROW ACQUISITION

VOL 405 PAGE 1841

any provision herein which purports to waive the title, interest or use of the described real property because of any error or defect in this instrument is hereby rejected and unenforceable under Federal Law. COUNTY OF BEXAR, TEXAS. This instrument was filed in the Public Records of Bexar County, Texas on the date and time hereinafter stated. Sequence on the Official Public Records of Bexar County, Texas on SEP 23 1988



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS
M. S. H.

1988 SEP 23 A 9:22

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

/dow 6/10/88

1647031

Parcel: 12566

Return to:
Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

Project: Cavalier Street Drainage Project

AFFIDAVIT

STATE OF TEXAS }
 { KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR }

BEFORE ME, the undersigned authority, on this day personally appeared RUBEN H. REYES and wife, DORA A. REYES whom on oath deposes and says:

THAT, they are not the RUBEN REYES, DBA OR FDBA CONTRERAS ICE HOUSE, nor the DORA REYES, JR. against whom the following Abstract of Judgment was filed:

1. MONTGOMERY WARD & CO. INC., filed June 1, 1983 against DORA REYES, JR. in the sum of \$1,009.83, plus Attorney Fees in the amount of \$350.00 and \$90.00 for the amount of costs, recorded in Volume 2857, Page 573, Abstract of Judgment Records of Bexar County, Texas.
2. STATE OF TEXAS, filed May 20, 1980 against RUBEN REYES, DBA OR FDBA, CONTRERAS ICE HOUSE in the sum of \$173.77, recorded in Volume 1959, Page 252, Real Property Records of Bexar County, Texas.
3. STATE OF TEXAS, filed May 16, 1980 against RUBEN REYES, DBA OR FDBA, CONTRERAS ICE HOUSE, in the sum of \$169.16 recorded in Volume 1946, Page 434, Real Property Records, Bexar County, Texas.

THAT this Affidavit is being made to induce Alamo Title Company to issue its policy of title insurance on property owned by me an easement being granted to the City of San Antonio, known as:

A tract of land being 0.022 acres of land more or less, being out of Lot 3, Block 16, New City Block 3421, in the City of San Antonio, Bexar County, Texas. Said 0.022 acres being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

09-23-88 0313642 0283117

\$7.00 Y 01 070

VOL 4 0 5 PAGE 1 8 2 2

THAT, this affidavit is being made under penalty of perjury.

EXECUTED this the 14TH day of JUNE, A.D., 1988.

Ruben H. Reyes

RUBEN H. REYES

Social Security No. 455-42-3753

Address: 254 JENNING S

City: SAN ANTONIO, TX, 78225

Dora A. Reyes

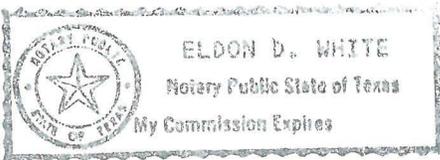
DORA A. REYES

Social Security No. 454-48-9585

Address: 254 JENNING S

City: SAN ANTONIO, TX, 78225

SUBSCRIBED AND SWORN TO BEFORE ME, this the 14TH day of JUNE, A.D., 1988.

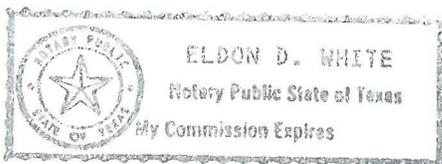


Eldon D. White

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

MY COMMISSION EXPIRES: 10-6-88

This instrument was acknowledged before me on this the 14TH day of JUNE, 1988 by RUBEN H. REYES and wife, DORA A. REYES.



Eldon D. White

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

ELDON D. WHITE
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-88

STATE OF TEXAS
COUNTY OF BEXAR

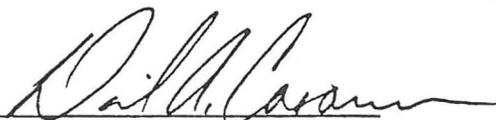
TRACT I
FIELD NOTES
FOR
PARCEL NO. 12566

7.5 FOOT DRAINAGE EASEMENT

EXHIBIT "A"

FIELD NOTES for 0.022 acres of land more or less, being out of Lot 3, Block 16, NCB 3421, in the City of San Antonio, Bexar County, Texas. Said 0.022 acres being described as follows:

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- THENCE: Along the east line of said Lot 3, S.06° 28' 08" W, 125.00 feet to a set iron pin at the southeast corner of said Lot 3;
- THENCE: Along the south line of said Lot 3, N 84° 03' 15" W, 7.50 feet to a set iron pin;
- THENCE: Departing said south line, N 06° 28' 08" E, 125.00 feet to a set iron pin on the south right-of-way line of Jennings Avenue;
- THENCE: Along said Jennings Avenue right-of-way line, S 84° 03' 15" E, 7.50 feet to the POINT OF BEGINNING containing 0.022 acres or 937.5 square feet of land more or less.


DAVID A. CASANOVA
Registered Public Surveyor No. 4251

Date: 5-6-88



Page One of Two Pages

RECEIVED
MAY 12 1988

ROW ACQUISITION

VOL 4 0 5 PAGE 1 8 2 4

W. J. P.

... provision herein which restricts the sale, rental or use of the described real property because of order of sale is invalid and unenforceable under Federal Law.
STATE OF TEXAS }
COUNTY OF BEXAR }

Notary Public for the State of Texas, County of Bexar, Texas, on

SEP 23 1988



Robert D. Green

COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1988 SEP 23 A 9:21

[Signature]

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RE: Parcel No. 12569

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

Deed

Easement / VOL4405 Page 1848-1852

Title Guaranty Policy

Other: _____

The above parcel was obtained for Cavalier Street Drainage.

Ordinance No.: 67663, Date: 08/04/88

REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: November 28, 1997

FILED _____ (date) in

The Office of the City Clerk


CITY CLERK

1647037

/g1 06/22/88
Return to:

PROJECT: Cavalier Street Drainage
Project

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

PARCEL: 12569

E A S E M E N T

STATE OF TEXAS }
 { KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR }

THAT, ERNEST S. VARA and GLORIA C. GILL, hereinafter called **GRANTORS** for and in consideration of ONE HUNDRED FIFTY-THREE AND NO/100 (\$153.00) DOLLARS to them in hand paid by the **CITY OF SAN ANTONIO**, a municipal corporation, whose mailing address is P. O. Box 839966, San Antonio, Texas 78283-3966, hereinafter called **GRANTEE** the receipt and sufficiency of which is hereby acknowledged and confessed, have **GRANTED, SOLD and CONVEYED**, and by these presents do **GRANT, SELL and CONVEY** unto the City of San Antonio, Bexar County, Texas, an easement and right-of-way for drainage purposes, over, across, under and upon the following described lands located in Bexar County, Texas, to-wit:

Being a 0.002 acres of land, more or less, being out of Lot 19, Block 16, New City Block 3421, PALM HEIGHTS, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 105, Page 324, Bexar County Deed and Plat Records, said 0.002 acres being more particularly described in Exhibit "A" attached hereto and made a part hereof,

together with right of ingress and egress over said right-of-way for the purpose of constructing, reconstruction, 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 along with the right to deposit fill material thereon, leveling and/or grading as necessary, and the right of exercising all other rights hereby granted, and **GRANTORS** expressly covenant and agree for themselves, their heirs, legal representatives,

09-23-88 0313642 0283123 \$11.00 Y 01 07092
successors and, or assigns, that no building of any kind will be placed on said easement and right-of-way herein.

VOL 405 PAGE 1848

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 for public purposes 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 CITY OF SAN ANTONIO, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 30TH day of JUNE, A.D. 1988

Ernest Vara
ERNEST S. VARA

Gloria C. Gill
GLORIA C. GILL

The undersigned lienholder hereby agree to the granting of the above described easement and hereby subordinates their lien thereto.

Clayton E. White
CLAYTON E. WHITE

Alice White
ALICE WHITE

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

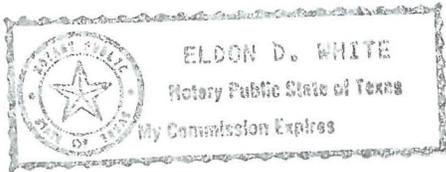
SOUTHWEST RESEARCH CENTER FEDERAL CREDIT UNION

BY: Paul W. Love
President

VOL 4 0 5 PAGE 1 8 4 9

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 30TH day of JUNE, 1988, by ERNEST S. VARA.



Eldon D. White

NOTARY PUBLIC in and for the State of TEXAS

ELDON D. WHITE

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-88

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 30TH day of JUNE, 1988, by GLORIA C. GILL.



Eldon D. White

NOTARY PUBLIC in and for the State of TEXAS

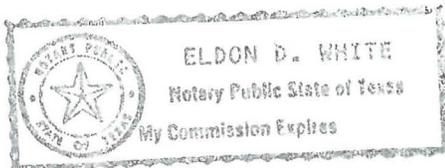
ELDON D. WHITE

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-88

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 6TH day of JULY, 1988, by CLAYTON E. WHITE and wife, ALICE WHITE.



Eldon D. White

NOTARY PUBLIC in and for the State of TEXAS

ELDON D. WHITE

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-88

VOL 405 PAGE 1850

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 30th day of June, 1988, by Gerald W. Lowe, President of SOUTHWEST RESEARCH CENTER FEDERAL CREDIT UNION, on behalf of said credit union.

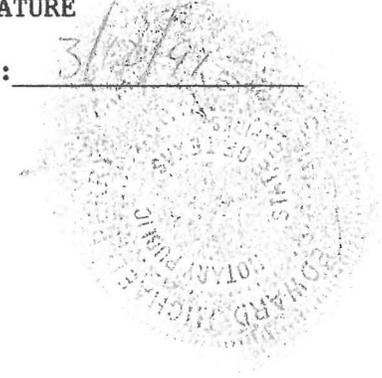
Edward Michael Perry

NOTARY PUBLIC in and for the State of
TEXAS

EDWARD Michael Perry

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3/27/92



STATE OF TEXAS }
 {
COUNTY OF BEXAR }

EXHIBIT "A"

**FIELD NOTES
FOR
PARCEL NO. 12569**

DRAINAGE EASEMENT

FIELD NOTES for 0.002 acres of land more or less, being out of Lot 19, Block 16, New City Block 3421, PALM HEIGHTS, in the City of San Antonio, Bexar County, Texas according to plat recorded in Volume 105, Page 524, Deed and Plat Records. Said 0.002 acres being described as follows:

- BEGINNING:** At a set iron pin on the west line of said Lot 19 at the southern most corner of the parcel being described, said iron pin bears S 84° 03' 15" E, 150.00 feet and N 06 28' 08" E, 85.00 feet from the intersection of the north right-of-way line of Cavalier Avenue and the east right-of-way line of Marian Street;
- THENCE:** Along the west line of said Lot 19, N 06° 28' 08" E, 40.00 feet to a set iron pin at the northwest corner of said Lot 19;
- THENCE:** Along the north line of said Lot 19, S 84° 02' 15" E, 5.00 feet to a set iron pin;
- THENCE:** Departing the north line of said Lot 19, S 13° 35' 08" W, 40.36 feet to the POINT OF BEGINNING containing 0.002 acres or 100 square feet of land more or less.

Provision herein which restricts the sale, rental or use of the described real property because of color of 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 hereon by me, and was duly RECORDED, in the _____ office of Public Records of Bexar County, Texas on _____

SEP 23 1988



Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1988 SEP 23 A 9:23

/le

TO: City Attorney

DATE: July 21, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of August 4th

Parcel: Misc. Easements & Dedications

Project: Baylor Street - Park Row to Dead End

1. Amount to appropriate (or authorize payment): \$815.00

2. Title company, as escrow agent: N/A

3. Account or Fund #: #28-013008, Index Code #509380

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

attached.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

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:

Deed

Easement (Permanent & Temporary), Volume 4405, Page 1859

Title Guaranty Policy

Other: Affidavit(Judgment), Volume 4405, Page 1818

CLIFTON C. ROSS AND URSULA X. ROSS, as Trustees

The above parcel was obtained for Baylor Street - Park Row to Dead End Street Improvements.

Ordinance No.: 67663, Dated: August 4, 1988

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: April 10, 1990

FILED _____ (date) in

The office of the City Clerk



CITY CLERK

1647039

/g1 07/11/88

Misc. Easements and Dedications

Return to:

Baylor Street - Park Row to Dead End
Street Improvements

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

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

STATE OF TEXAS }
 { KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF BEXAR }

THAT, CLIFTON C. ROSS and URSULA X. ROSS, as Trustees, hereinafter referred to as GRANTORS, for and in consideration of EIGHT HUNDRED FIFTEEN AND NO/100 (\$815.00) DOLLARS to them in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, hereinafter referred to as GRANTEE, whose mailing address is P. O. Box 839966, San Antonio, Texas 78283-3966, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the GRANTEE, a permanent drainage easement over, across, under and upon the following described lands located in Bexar County, Texas, to-wit:

A parcel of land out of Lot 11, New City Block 6864, COLONIA BUENAS AIRES ADDITION, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 980, Page 147, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof,

together with right of ingress and egress over said right-of-way for the purpose of constructing, reconstruction, 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 GRANTORS expressly covenant and agree for themselves, their successors and/or assigns, that no building of any kind will be placed on said easement and right-of-way herein granted.

VOL 4 4 0 5 PAGE 1 8 5 9

AND the said GRANTORS as part of the aforesaid consideration, do further grant unto said GRANTEE, a temporary easement to enter upon the following described land, to-wit:

Being 0.0387 acre (1684.493 square feet) tract of land, said tract being a 15 foot wide strip of land out of Lot 11, New City Block 6864, San Antonio, Bexar County, Texas, being more particularly described in Exhibit "B" attached hereto and made a part hereof,

for the purpose of using said land for an an all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of the 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 rights unto the said GRANTEE, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And GRANTORS do hereby bind themselves, their, 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 18TH day of JULY, A.D. 1988

Clifton C. Ross
CLIFTON C. ROSS

Ursula X. Ross
URSULA X. ROSS

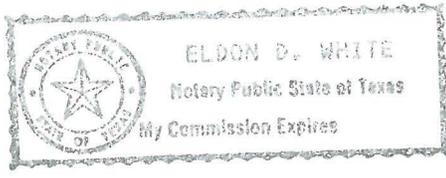
VOL 405 PAGE 1860

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 18TH day of JULY, 1988, by CLIFTON C. ROSS and wife, URSULA X. ROSS.

Eldon D. White

NOTARY PUBLIC in and for the State of
T E X A S



ELDON D. WHITE

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-88

VOL 4 0 5 PAGE 1 8 6 1

Somerville-Gonzales & Associates, Inc.

12103 Jones Maltsberger

San Antonio, Texas 78247

Mailing Address: P.O. Box 701208 Zip: 78270-1208

(512) 496-6066

EXHIBIT "A"

Metes and bounds description of a 0.0269 acre (1173.705 sq. ft.) tract of land, said tract being a 10 foot wide strip of land along the north boundary of Lot 11, N.C.B. 6864, San Antonio, Bexar County, Texas:

BEGINNING: At a set iron pin, said pin being the northeast corner of the herein described tract, said pin also being the northeast corner of Lot 11, and said pin being a point on the west R.O.W. line of Park R.O.W.;

THENCE: S 00 deg 54 min 21 sec W, 10.00 feet, along the R.O.W. line of Park R.O.W. to the southeast corner of the herein described tract;

THENCE: N 87 deg 57 min 04 sec W, 115.28 feet, along a line 10.00 feet from and parallel to the north boundary of Lot 11 to the southwest corner of the herein described tract, said corner being a point on the west boundary of Lot 11;

THENCE: Along the west boundary of the herein described tract, along the west boundary of Lot 11, and along the arc of a 707.77 foot radius curve to the left, 10.91 feet, to a set iron pin, said pin being the northwest corner of the herein described tract, said pin also being the northwest corner of Lot 11;

THENCE: S 87 deg 57 min 04 sec E, 119.43 feet, along the north boundary of the herein described tract and along the north boundary of Lot 11 to the point of beginning and containing 0.0269 acres (1173.705 sq. ft.) of land more or less.

I hereby certify that the above metes and bounds are true and correct according to an actual survey made on the ground.



Paul A. Wilkinson, R.P.S. No. 4193 MAY 24 1988

Job No.

May 16, 1988

RECEIVED

ROW ACQUISITION



EXHIBIT "A"

VOL 4 0 5 PAGE 1 8 6 2

Somerville-Gonzales & Associates, Inc.

12103 Jones Maltsberger

San Antonio, Texas 78247

Mailing Address: P.O. Box 701208 Zip: 78270-1208

(512) 496-6066

EXHIBIT "B"

Metes and bounds description of a 0.0387 acre (1684.493 sq. ft.) tract of land, said tract being a 15 foot wide strip of land out of Lot 11, N.C.B. 6864, San Antonio, Bexar County, Texas:

BEGINNING: For reference at a set iron pin, said pin being the northeast corner of Lot 11, and said pin being a point on the west R.O.W. line of Park R.O.W.;

THENCE: S 00 deg 54 min 21 sec W, 10.00 feet, along the R.O.W. line of Park R.O.W. to the northeast corner corner and point of beginning of the herein described tract;

THENCE: S 00 deg 54 min 21 sec W, 15.00 feet, continuing along the R.O.W. line of Park R.O.W. and along the east boundary of the herein described tract to the southeast corner of the herein described tract;

THENCE: N 87 deg 57 min 04 sec W, 109.39 feet, along a line 25.00 feet from and parallel to the north boundary of Lot 11 to the southwest corner of the herein described tract, said corner being a point on the west boundary of Lot 11;

THENCE: Along the west boundary of the herein described tract, along the west boundary of Lot 11, and along the arc of a 707.77 foot radius curve to the left, 16.23 feet, to a set iron pin, said pin being the northwest corner of the herein described tract;

THENCE: S 87 deg 57 min 04 sec E, 115.28 feet, along the north boundary of the herein described tract and along a line 10.00 feet from and parallel to the north boundary of Lot 11 to the point of beginning and containing 0.0387 acres (1684.493 sq. ft.) of land more or less.

I hereby certify that the above metes and bounds are true and correct according to an actual survey made on the ground.



Paul A. Wilkinson, R.P.S. No. 4103
Job No. 88-008-013
July 6, 1988

RECEIVED
JUL 11 1988



ROW ACQUISITION

Any person who, without the approval of the State, records or uses of the described real property, or any part thereof, in violation of the provisions of this Act, shall be liable to a civil penalty of not more than one hundred dollars for each violation. This penalty shall be in addition to any other penalty provided by law. The State shall have the right to bring an action to enforce this Act. The State shall have the right to bring an action to enforce this Act. The State shall have the right to bring an action to enforce this Act.

SEP 23 1988



Robert D. Green
COUNTY CLERK
BEXAR COUNTY, TEXAS

[Handwritten signature]

1988 SEP 23 A 9:25

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

[Handwritten initials]

1647030

/dow 6/23/88

Misc. Easements & Dedications

Return to:

Project: Baylor Street - Park Row to Dead End St. Improvement

Real Estate Division
City of San Antonio
P. O. Box 839966
San Antonio, Tx. 78283-3966

AFFIDAVIT

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

BEFORE ME, the undersigned authority, on this day personally appeared CLIFTON C. ROSS who deposes and says:

THAT, he is not the CLIF ROSS against whom the following Abstract of Judgment was filed:

- 1. FROST NATIONAL BANK OF SAN ANTONIO, filed July 18, 1979 against CLIF ROSS in the sum of \$705.23, with the rate of interest at 10%, Attorney Fees of \$250.00 and \$49.00 for the amount of costs, recorded in Volume 1689, Page 756, Abstract of Judgment Records of Bexar County, Texas.

THAT this Affidavit is being made to induce Alamo Title Insurance Company to issue its policy of title insurance on property owned by me an easement being granted to the City of San Antonio, known as:

A parcel of land out of Lot 11, New City Block 6864, COLONIA BUENAS AIRES ADDITION, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 980, Page 147, Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

THAT, this affidavit is being made under penalty of perjury.

EXECUTED this the 18TH day of JULY, A.D., 1988.

Clifton C. Ross
CLIFTON C. ROSS

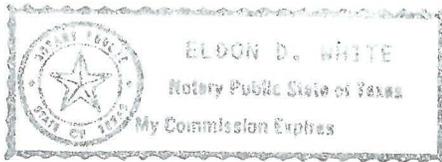
Social Security No. 456-14-8884

Address: 111 PARK ROW

City: SAN ANTONIO, TX 78204

VOL 405 PAGE 1818

SUBSCRIBED AND SWORN TO BEFORE ME, this the 18TH day of JULY, A.D., 1988.



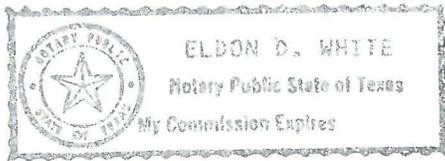
Eldon D. White

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

MY COMMISSION EXPIRES: 10-6-88

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 18TH day of JULY, 1988 by CLIFTON C. ROSS.



Eldon D. White

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

ELDON D. WHITE
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-88

Somerville-Gonzales & Associates, Inc.

12103 Jones Maltsberger

San Antonio, Texas 78247

Mailing Address: P.O. Box 701208 Zip: 78270-1208

(512) 496-6066

Metes and bounds description of a 0.0269 acre (1173.705 sq. ft.) tract of land, said tract being a 10 foot wide strip of land along the north boundary of Lot 11, N.C.B. 6864, San Antonio, Bexar County, Texas:

BEGINNING: At a set iron pin, said pin being the northeast corner of the herein described tract, said pin also being the northeast corner of Lot 11, and said pin being a point on the west R.O.W. line of Park R.O.W.;

THENCE: S 00 deg 54 min 21 sec W, 10.00 feet, along the R.O.W. line of Park R.O.W. to the southeast corner of the herein described tract;

THENCE: N 87 deg 57 min 04 sec W, 115.28 feet, along a line 10.00 feet from and parallel to the north boundary of Lot 11 to the southwest corner of the herein described tract, said corner being a point on the west boundary of Lot 11;

THENCE: Along the west boundary of the herein described tract, along the west boundary of Lot 11, and along the arc of a 707.77 foot radius curve to the left, 10.91 feet, to a set iron pin, said pin being the northwest corner of the herein described tract, said pin also being the northwest corner of Lot 11;

THENCE: S 87 deg 57 min 04 sec E, 119.43 feet, along the north boundary of the herein described tract and along the north boundary of Lot 11 to the point of beginning and containing 0.0269 acres (1173.705 sq. ft.) of land more or less.

I hereby certify that the above metes and bounds are true and correct according to an actual survey made on the ground.



Paul A. Wilkinson, R.P.S. No. 4103
Job No.
May 16, 1988

RECEIVED

MAY 24 1988

ROW ACQUISITION

EXHIBIT "A"



VOL 4 05 PAGE 1820

[Handwritten signature]

...ny 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 stipulated hereon by me, and was duly RECORDED, in the Official Public Records of Bexar County, Texas on

SEP 23 1988



Robert D. Green
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1988 SEP 23 A 9:19