

STATE OF TEXAS)
(----
COUNTY OF BEXAR.)

KNOW ALL MEN BY THESE PRESENTS: That I, Natt T. Wagner, of St. Louis, Missouri, for the considerations herein-after stated, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the City of San Antonio, in the County of Bexar, State of Texas, the following described property situate, lying and being in the County of Bexar, State of Texas, to-wit:

TRACT FIRST:

Lots Nos. 14 and 15, New City Block 161, Lot No. 14, having a frontage of fifty-eight and three tenths feet (58.3') on the South side of Market Street, and Lot No. 15 having a frontage of eighty-three and three tenths feet (83.3') on the South side of Market Street, both of said lots extending South between parallel lines to the San Antonio River for depth, and being the same property conveyed by George W. Brackenridge to the Water Works Company by deed dated April 2, 1890, and recorded in Vol. 154, page 461, of the Deed Records of Bexar County, Texas.

TRACT SECOND:

Lots Nos. 12 and 13, New City Block 161, each of said lots fronting fifty-eight and three tenths feet (58.3') on the South side of Market Street and extending South between parallel lines to the San Antonio River. Being the same property conveyed by The Casino Association of San Antonio to the San Antonio Water Supply Company by deed dated February 1, 1923, and recorded in Vol. 707, page 233 of the Deed Records of Bexar County, Texas.

TRACT THIRD:

Lots Nos. 4 and 5, New City Block 160, each of said lots fronting fifty-five and six tenths (55.6') feet on the West side of Casino Street and extending back between parallel lines seventy-six and sixty-five hundredths feet (76.65') for depth. Being the same property conveyed by A. Sartor and wife Carolina Sartor to Water Works Company by deed dated August 20, 1902, and recorded in Vol. 210, page 337 of the Deed Records of Bexar County, Texas.

TRACT FOURTH:

Lot No. 7, New City Block 142, fronting twenty-four and eight tenths feet (24.8') on the West side of South Alamo Street

and running back between parallel lines to the San Antonio River. Being a part of the same property conveyed by George W. Brackenridge to Water Works Company by deed dated June 22, 1906, and recorded in Vol. 248, page 230 of the Deed Records of Bexar County, Texas.

TRACT FIFTH:

Lot No. 13, New City Block 142, and more particularly described as follows:-

BEGINNING at the Northeast corner of the intersection of Villita Street and Womble Alley, thence South seventy-nine degrees (79°) East along the North side of Villita Street thirty-two (32) varas, more or less, to the Southwest corner of property either now or formerly owned by Mrs. Augustine Morrisseth; thence North eleven degrees (11°) East along the West line of said property of the said Mrs. Augustine Morrisseth forty (40) varas, more or less, to the San Antonio River; thence down said River, along its bank with its meanders to the East side of Womble Alley; thence South eleven degrees (11°) West along the East line of Womble Alley sixty (60) varas, more or less; being the same property conveyed to The Water Works Company by Emil Foutrel by deed dated February 2, 1905, and recorded in Vol. 247, page 82 of the Deed Records of Bexar County, Texas.

TRACT SIXTH:

Twenty (20) acres of land, more or less, near the Mission Concepcion on the East side of the San Antonio River, bounded on the North by the San Antonio River and lands formerly belonging to J. A. Chavez; on the South by the said River and lands of the Catholic Church; on the East by the property of the said Church and lands formerly belonging to J. A. Chavez; on the west by the San Antonio River; and being a part of the same lands conveyed by George W. Brackenridge to Water Works Company by deed dated June 22, 1906, and recorded in Vol. 248, page 230 of the Deed Records of Bexar County, Texas.

TRACT SEVENTH:

Four (4) acres of land taken out of Original City Block No. 4, Range 2, District 2, described as follows, to-wit:-

BEGINNING at a stake set eleven hundred thirteen and four tenths (1113.4) varas South twenty-seven and one eighth degrees (27-1/8°) East from the North corner of said Original Lot No. 4, Range 2, District 2, and two hundred twenty (220) varas South twenty seven and one eighth (27-1/8°) degrees East from the Southwest corner of the J. W. Garrety Survey No. 14, and three hundred sixteen and six tenths (316.6) varas North twenty-seven and one eighth degrees (27-1/8°) West from the Southeast corner of said Original Lot No. 4, Range 2, District 2, for the Northeast corner of this four (4) acre tract; thence West (var. nine degrees twenty-five minutes (9° 25') East) one hundred fifty (150) varas to a stake set for the Southwest corner of this tract; thence South one hundred fifty (150) varas to a stake set for the Southwest corner; thence East one hundred fifty (150) varas to a stake set for its Southeast corner; thence North one hundred fifty (150) varas to the place of beginning. Being the same land conveyed to San Antonio Water Works Company by F. Guilbeau by deed dated September 27, 1878, and recorded in Vol. 9, page 206, of the Deed Records of Bexar County, Texas.

TRACT EIGHTH:

Twenty-seven (27) acres out of Original City Lot No. 2, Range 2, District 3, lying partly within and partly without the city limits of the City of San Antonio, Texas, and being more particularly described by metes and bounds as follows:-

BEGINNING at a stake set on the North line of Hildebrandt Avenue at a point one hundred fifty (150) feet West of the Southeast corner of said Original City Lot No. 2, Range 2, District 3, which is also the Northwest intersection of Hildebrandt Avenue and the Jones-Maltzberger Road; thence North one thousand eighty-four and five tenths feet (1084.5') parallel with and one hundred fifty feet (150') from the West line of the Jones-Maltzberger Road; thence West and parallel with the North line of Hildebrandt Avenue one thousand eighty four and five tenths feet (1084.5') to a stake; thence South and parallel with the West line of the Jones-Maltzberger Road one thousand eighty-four and five tenths feet (1084.5') to a stake set on the North line of Hildebrandt Avenue, thence East with the North line of Hildebrandt Avenue one thousand eighty-four and five tenths feet (1084.5') to the place of beginning.

Also all reservoirs, pumps, wells, hydrants, plugs, pipes, mains, conduits, tunnels, man-holes; irrigation canals built or established; all water power and water rights and irrigation facilities; all leaseholds, leasehold interests, easements, right-of-way, privileges and contracts that were conveyed to the grantor herein by the San Antonio Water Supply Company on the 1st day of June, 1925 - it being the purpose of this deed to convey to the city all personal property of every kind and character whatever that was conveyed to the said Wagner by the San Antonio Water Supply Company and, in fact, all property of every kind and character conveyed to him by said deed except the accounts receivable and the real estate which is not included in the eight (8) tracts above described.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto, in anywise belonging, unto the City of San Antonio, in the County of Bexar, State of Texas, and its successors and assigns forever; and I do hereby bind myself, my heirs, executors and administrators to Warrant and Forever Defend all and singular, the said premises unto the said City of San Antonio, in the County of Bexar, State of Texas, and its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof.

The parties hereto, the said grantor and said grantee, have agreed and do hereby agree that the said Wagner furnish to the said City of San Antonio the sum of Five Hundred Thousand Dollars, (\$500,000.00) for the purpose solely of paying for and making extensions, additions and improvements to said Waterworks Plant, which said sum of Five Hundred Thousand Dollars (\$500,000.00) has this day been paid by the said Wagner to the City of San Antonio, the receipt of which is hereby acknowledged, and in consideration of this conveyance of the Waterworks Plant and properties above described and of the payment of said sum of Five Hundred Thousand Dollars, (\$500,000.00) to be used by the City for the purpose solely of paying for additions, improvements and extensions to said system made since January 1, 1925, pursuant to agreement heretofore made and the balance to be paid out to acquire or construct further extensions, additions and improvements thereto, the said City of San Antonio has this day made, executed and delivered to the said Wagner its Seven Thousand (7,000) Waterworks Gold Bonds, of the aggregate par value of Seven Million Dollars (\$7,000,000.00), all of which said bonds, both principal and interest, are payable out of the income and revenues derived and to

be derived by said City from the operation of the plant and properties hereby conveyed and of the aforesaid extensions, additions and improvements thereto; said bonds being dated as of May 1, 1925, bearing interest at the rate of five and one-half per centum (5½%) per annum, payable semi-annually, on the first days of May and November of each year, being of the denomination of One Thousand Dollars (\$1,000.00) each, and being numbered from One to Seven Thousand, both inclusive, and maturing serially in numerical order as follows:

Bond Numbers Both Inclusive.	Amount of Principal.	When Due.
1 - 51	51,000	May 1, 1926
52 - 105	54,000	May 1, 1927
106 - 162	57,000	May 1, 1928
163 - 222	60,000	May 1, 1929
223 - 286	64,000	May 1, 1930
287 - 353	67,000	May 1, 1931
354 - 424	71,000	May 1, 1932
425 - 499	75,000	May 1, 1933
500 - 578	79,000	May 1, 1934
579 - 661	83,000	May 1, 1935
662 - 749	88,000	May 1, 1936
750 - 841	92,000	May 1, 1937
842 - 938	97,000	May 1, 1938
939 - 1041	103,000	May 1, 1939
1042 - 1149	108,000	May 1, 1940
1150 - 1263	114,000	May 1, 1941
1264 - 1384	121,000	May 1, 1942
1385 - 1511	127,000	May 1, 1943
1512 - 1645	134,000	May 1, 1944
1646 - 1787	142,000	May 1, 1945
1788 - 1937	150,000	May 1, 1946

1938 - 2095	158,000	May 1, 1947
2096 - 2261	166,000	May 1, 1948
2262 - 2437	176,000	May 1, 1949
2438 - 2622	185,000	May 1, 1950
2623 - 2817	195,000	May 1, 1951
2818 - 3023	206,000	May 1, 1952
3024 - 3241	218,000	May 1, 1953
3242 - 3470	229,000	May 1, 1954
3471 - 3712	242,000	May 1, 1955
3713 - 3967	255,000	May 1, 1956
3968 - 4236	269,000	May 1, 1957
4237 - 4520	284,000	May 1, 1958
4521 - 4820	300,000	May 1, 1959
4821 - 5136	316,000	May 1, 1960
5137 - 5470	334,000	May 1, 1961
5471 - 5822	352,000	May 1, 1962
5823 - 6194	372,000	May 1, 1963
6195 - 6586	392,000	May 1, 1964
6587 - 7000	414,000	May 1, 1965

But it is expressly agreed and stipulated that a Vendor's Lien is retained against the above described property, premises, additions, extensions and improvements until the above described bonds and all interest thereon are fully paid according to their face, tenor, effect and reading, when this deed shall become absolute. It has been and is hereby further expressly agreed and stipulated that the Vendor's Lien hereinabove reserved shall apply not only to the said plant and properties hereby conveyed, but also to the aforesaid extensions, additions, and improvements thereto, when and as said extensions, additions and improvements are completed,

and the grantee herein agrees that as said extensions, additions and improvements are made, it will file instruments fully describing same and recognizing the existence of said lien as applicable thereto.

It is hereby covenanted and agreed by the parties hereto that the property hereby conveyed is to be under the control and management of the "Water-Works Board of Trustees" until the bonds above described have been paid, as provided for in the Deed of Trust given by the grantee to the St. Louis Union Trust Company, which is delivered simultaneously with the delivery of this deed.

The said Vendor's Lien is retained for the protection of the vendor and his executors, administrators and assigns and for the protection of the holder or holders of the bonds hereinabove described, or any of them, and said Vendor's Lien shall apply to all of said bonds and with respect thereto said bonds shall rank pari passu, regardless of the time or times of the issuance thereof until all of the aforesaid bonds shall have been paid at maturity or otherwise satisfied and cancelled.

To further secure the payment of said bonds and interest, the City of San Antonio, in the County of Bexar, State of Texas, has executed a deed of trust on the aforesaid properties to St. Louis Union Trust Company, a corporation, of St. Louis, Missouri, as Trustee for the holders of said bonds, and it is hereby expressly stipulated that the execution of said deed of trust upon said properties and the lien created thereby shall in no wise impair the Vendor's Lien retained in this instrument, but said Trust Deed and said lien therein created are intended as additional security to the holder or holders of the aforesaid bonds for the payment of the principal and interest thereon at maturity.

WITNESS my hand and seal at San Antonio, Texas, this 1st day of June, 1925.

Ray T. Wagner

STATE OF TEXAS,)
COUNTY OF BEXAR.)

BEFORE ME, the undersigned authority, on this day personally appeared Natt T. Wagner, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he had executed the same for the purposes and consideration therein expressed.

GIVEN UNDER my hand and Seal of Office, this the 1st day of June, A. D. 1925.

Henry L. Gayley
Notary Public in and for
Bexar County, Texas.

THE STATE OF TEXAS }
COUNTY OF BEXAR }

I, JACK R. BURKE, County Clerk of said county, do hereby certify that the foregoing instrument of writing with its certificate of authentication was filed for record in my office on the 2 day of June A. D. 1925, at 8:41 o'clock a.M., and duly recorded on the 4 day of June A. D. 1925, at 8:32 o'clock a.M., in the records of Deeds of said County, in book volume 828 on page 65-9.

In Testimony Whereof, witness my hand and official seal, at office, this 4 day of _____ A. D. 1925.

Jack R. Burke
County Clerk, Bexar County, Texas.
By *Chas. Grossmann* Deputy.

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63-9
8:32

COPIES PREPARED 24852

WARRANTY DEED

NATT T. WAGNER

to

CITY OF SAN ANTONIO,
COUNTY OF BEXAR,
STATE OF TEXAS.

1925

FILED FOR RECORD
IN MY OFFICE

JUN 28 41

JACK R.
BOUNYOLE

BY *Wm. Chas. ...*

returned to

City Agent

City Hall

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