

AN ORDINANCE 74980

APPROVING A CONTRACT OF SALE TO PURCHASE LOT 26, BLOCK 15, NEW CITY BLOCK 11294, FROM THE BEXAR COUNTY HOSPITAL DISTRICT, FOR THE RELOCATION OF THE LAS PALMAS BRANCH LIBRARY, FOR THE PURCHASE PRICE OF \$120,000.00; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CONTRACT AND ANY OTHER INSTRUMENTS APPROVED IN ADVANCE BY THE CITY ATTORNEY NECESSARY FOR THIS TRANSACTION; AND APPROPRIATING THE SUM OF \$120,000.00 FROM THE 1989 LIBRARY IMPROVEMENT BONDS FUND, SERIES 1991 FUND, FOR SUCH PURCHASE.

\* \* \*

WHEREAS, funds for the expansion of the San Antonio Library System were made available through voter approval of a 1989 Library Bond Issue; and

WHEREAS, by Resolution of the San Antonio City Council, a Library Advisory Committee (Ad Hoc and consisting of City Council and Library Board Members) was established to participate in planning for appropriate use of said 1989 Library Bond Funds, in light of needs for the construction, renovation and modernization of library facilities, including but not limited to, the relocation of the La Palmas Branch Library; and

WHEREAS, the Planning Commission at its regular meeting of December 11, 1991 considered and approved the purchase of the above described site; and

WHEREAS, the Contract of Sale with the BEXAR COUNTY HOSPITAL DISTRICT, the current owner, has been negotiated for the total purchase price of \$120,000.00; NOW THEREFORE:

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

SECTION 1. The Contract of Sale is hereby approved for the purchase of Lot 26, Block 15, New City Block 11294 from the BEXAR COUNTY HOSPITAL DISTRICT for the purchase price of \$120,000.00, said property to be used for the relocation of the LAS PALMAS BRANCH LIBRARY.

SECTION 2. The City Manager or Assistant City Manager, on behalf of the CITY OF SAN ANTONIO, is hereby authorized to execute said Contract of Sale and any and all other instruments necessary for the above transaction, which said instruments have been approved in advance by the City Attorney.

SECTION 3. The sum of \$120,000.00 is hereby appropriated in the 1989 Library Improvement Bonds Fund, Series 1991 Fund to the relocation of LAS PALMAS BRANCH LIBRARY Project No. 45-911301, and said amount is allocated in Expenditure Account Index No. 587469, payable to ALAMO TITLE COMPANY as escrow agent covering the purchase price of Lot 26, Block 15, New City Block 11294.

PASSED and APPROVED this 19th day of December, 1991.

ATTEST: *Norma S. Rodriguez*  
City Clerk

*Robert W. Wolff*  
M A Y O R

APPROVED AS TO FORM: *Tom Finlay*  
City Attorney

91-55

	ARTS & CULTURAL AFFAIRS
	AVIATION
	BUILDING INSPECTIONS
	BUILDING INSPECTIONS HOUSE NUMBER
	CITY ATTORNEY
1	MUNICIPAL COURT (HOLLIS YOUNG)
	REAL ESTATE (FASSNIDGE)
	REAL ESTATE (HUBBARD)
	REAL ESTATE (WOOD)
	TRIAL SECTION
	CITY MANAGER
	TRAVIS BISHOP, ASST. TO MGR.
	CODE COMPLIANCE
	INTERGOVERNMENTAL RELATIONS
	CITY PUBLIC SERVICE-GENERAL MGR.
	CITY PUBLIC SERVICE-MAPS/RECORDS
	CITY WATER BOARD-GENERAL MGR.
	COMMERCIAL RECORDER
	COMMUNITY DEVELOPMENT (BASEMENT)
	COMMUNITY INITIATIVES
	CONVENTION & VISITORS BUREAU
	CONVENTION FACILITIES
	DOME DEVELOPMENT OFFICE
	ECONOMIC DEVELOPMENT
	FINANCE DIRECTOR
	ASSESSOR
1	CONTROLLER
	GRANTS
	RISK MANAGEMENT
	TREASURY
	FIRE DEPARTMENT
	HOUSING TRUST
	INFORMATION RESOURCES
	INTERNATIONAL RELATIONS
1	LIBRARY
	MANAGEMENT SERVICES (BUDGET)
	MANAGEMENT SERVICES (PERSONNEL)
	MARKET SQUARE
	METROPOLITAN HEALTH DISTRICT
	MUNICIPAL CODE CORP. (PUBLICATION)
	MUNICIPAL COURTS
	PARKS & RECREATION
	PLANNING
	LAND DEVELOPMENT SERVICES
	POLICE DEPARTMENT
	POLICE DEPT.-GROUND TRANSPORTATION
	PUBLIC INFORMATION OFFICE
	PUBLIC UTILITIES
1	PUBLIC WORKS
	CAPITAL PROJECTS
	CENTRAL MAPPING
	ENGINEERING
	PARKING DIVISION
1	REAL ESTATE (BILL TOUDOUZE)
	SOLID WASTE
	TRAFFIC ENGINEERING
	PURCHASING & GENERAL SERVICES
	WASTEWATER MANAGEMENT

ITEM NO. 16  
 MEETING OF THE CITY COUNCIL DATE: DEC 19 1991

MOTION BY: Perez SECONDED BY: Billa Burke

ORD. NO. 74980 ZONING CASE \_\_\_\_\_

RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

	ROLL CALL	AYES	NAYS
ROGER PEREZ PLACE 1		/	
FRANK PIERCE PLACE 2		/	
LYNDA BILLA BURKE PLACE 3		/	
FRANK D. WING PLACE 4		/	
WALTER MARTINEZ PLACE 5		/	
BOB THOMPSON PLACE 6		/	
YOLANDA VERA PLACE 7		absent	
BILL THORNTON PLACE 8		absent	
WEIR LABATT PLACE 9		/	
LYLE LARSON PLACE 10		/	
NELSON WOLFF PLACE 11 (MAYOR)		/	

91-55

**CONTRACT OF SALE**

STATE OF TEXAS }  
                  {  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That BEXAR COUNTY HOSPITAL DISTRICT, as SELLER, for and in consideration of the agreed purchase price of ONE-HUNDRED TWENTY THOUSAND AND NO/100 (\$120,000.00) DOLLARS, and upon the terms and conditions hereof, contracts to GRANT, SELL and CONVEY by Special Warranty Deed to the CITY OF SAN ANTONIO, Texas, a Texas municipal corporation, for use by the San Antonio Public Library, 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:

Being Lot 26, Block 15, New City Block 11294, LAS PALMAS ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to the map or plat thereof recorded in Volume 7600, Page 7, Deed and Plat Records of Bexar County, Texas,

together with all improvements, appurtenances, and other things incident or belonging thereto, including all of SELLER'S right, title and interest in or to all adjoining streets or alleys,

as shown by Exhibit "A" attached hereto and hereafter referred to as "Real Property."

1. PURCHASE PRICE:

The agreed purchase price includes full accord, satisfaction and compensation for all demands for the SELLER. Said agreed purchase price is payable \$120,000.00 in cash at the time of the delivery of such deed at Closing.

2. ESCROW AGENT:

ALAMO TITLE COMPANY , 175 E. Houston, Suite 200, San Antonio, Texas 78205 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 Real Property to the PURCHASER not later than the date of Closing.

3. CASUALTY:

Until title has been conveyed to the PURCHASER, loss or damage to the above Real Property 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.

4. PRORATIONS:

Current rents, if any, are to be prorated as of the date of the delivery of the deed at Closing. SELLER will pay all taxes on the hereinabove described Real 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 delivery of the deed at Closing.

5. TITLE POLICY:

A. The SELLER agrees to pay the expense of an Owner's Policy of Title Insurance, issued on the form promulgated by the State Board of Insurance of Texas, or its successor, issued by ALAMO TITLE COMPANY, insuring good and indefeasible fee simple title to the Real Property in PURCHASER in a face amount equal to the Purchase Price allocable to the Real Property, and containing no exceptions other than (i) the standard printed exceptions listed in Schedule B to the Title Commitment, (ii) the lien of current taxes and assessments not yet due and payable, and subsequent taxes and assessments for prior years due to change in land usage or ownership, which said subsequent taxes and assessments SELLER agrees to pay, and (iii) other exceptions, if any, which PURCHASER may approve (collectively, the "Permitted Exceptions"). The exceptions for restrictive covenants shall be endorsed "None of Record" or "None of Record except (those disclosed in the Title Commitment)." PURCHASER, at PURCHASER'S sole expense, may cause the Title Company to modify the survey exception to read "shortages in area" only, or PURCHASER may cause said Title Company to issue any other endorsements to its Owner's Policy of Title Insurance, except that SELLER shall incur no expense except for the basic premium for the Owner's Policy of Title Insurance.

B. SELLER agrees to deliver to PURCHASER, through ALAMO TITLE COMPANY, a Title Commitment and legible copies of any documents creating such exceptions that are not recited in Paragraph 5.A. (i) through (iii) above, at least ten (10) days prior to Closing. If PURCHASER has objection to any such previously undisclosed exceptions, PURCHASER shall have five (5) days after receipt of such Commitment and copies to make written objections to SELLER. If no Title Commitment is provided to PURCHASER at or prior to Closing, it will be conclusively presumed that SELLER

represented at Closing that the Title Policy would not be subject to exceptions other than those recited in Paragraph 5.A. (i) through (iii) above. Upon request, PURCHASER may secure copies of any exceptions in Paragraph 5.A. If title objections are disclosed, SELLER shall have (30) days to cure same and PURCHASER agrees to extend Closing for an additional thirty (30) days, if SELLER has not cured such objection by the 15th day noted in Paragraph 9 below.

6. PREPARATION OF DEED:

The PURCHASER, without expense to the SELLER, shall prepare the Deed. Approval of the Deed shall be secured from SELLER's attorney prior to closing.

7. COSTS OF SALE:

SELLER agrees to pay all closing costs not otherwise specifically enumerated herein, including, but not limited to, one-half (1/2) of the Escrow Fees, if any, the other one-half (1/2) of which PURCHASER agrees to pay.

8. POSSESSION:

Possession shall be given to PURCHASER upon delivery of the Deed at Closing.

9. CLOSING:

Closing will take place within fifteen (15) days after acceptance of the terms of this Contract of Sale by said PURCHASER, as evidenced by approval of all of the terms and conditions by the San Antonio City Council and passage of a CITY OF SAN ANTONIO Ordinance; however, the Closing of this purchase may be extended daily by PURCHASER if all of the conditions set forth in Paragraph 10 have not been met within said 15-day period. Further, Closing may be extended under terms of Paragraph 5.B. herein.

10. CONDITIONS OF SALE:

The Closing of this transaction shall be conditioned on the following:

- A. This Contract shall not be binding upon either party until it is accepted by the PURCHASER acting by and through its City Manager or Assistant City Manager, pursuant to passage of a CITY OF SAN ANTONIO Ordinance, and such contract contains the entire consideration for the sale and conveyance of the Real Property described herein, there being no other written or parol agreement with any officer or employee of the City of an Antonio or any other person.

- B. Notwithstanding the prior acceptance of this offer, if (1) examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, being no later than forty-five (45) days after acceptance by PURCHASER of the terms of the Contract of Sale, per paragraph 9; or (2) SELLER defaults hereunder in any way, such as a failure to close timely, unless extended by PURCHASER, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire the same by exercise of the right of eminent domain, commonly known as "condemnation". 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.
- C. Seller acknowledges that it is informed that Texas law prohibits contracts between the CITY OF SAN ANTONIO ("CITY"), being the PURCHASER herein, and any local public official ("official"), such as a CITY officer or employee, and that the prohibition extends to an officer and employee of CITY agencies such as CITY-owned utilities and certain CITY boards and commissions, and to contracts involving a business entity in which the official has a substantial interest, as defined by Texas law, if it is reasonably foreseeable that an action on the matter would confer an economic benefit on the business entity. SELLER certifies (and this Contract of Sale is made in reliance thereon) that neither it, its individual officers, employees, or agents, nor any person having a substantial interest in this Contract of Sale is an officer or employee of the CITY or any of its agencies.
- D. SELLER understands that this Contract of Sale, while not binding on PURCHASER until ten (10) days following passage of a CITY OF SAN ANTONIO Ordinance approving execution of such Contract, does in fact require prior acceptance by SELLER and return of this Contract to PURCHASER not later than December 18, 1991. Both parties understand that time is of the essence in the performance of each party's obligations hereunder.
- E. Completion of a Category 1-A - Land Title Survey by a licensed surveyor, to be done at PURCHASER'S sole cost and expense, showing the boundaries of the Real Property. SELLER hereby grants permission to PURCHASER, immediately upon execution of

this Contract by SELLER, for said surveyor to enter upon the Real Property in order to conduct the Survey.

EXECUTED this the \_\_\_\_\_ day of \_\_\_\_\_, A.D., 1991.

**SELLER:**  
BEXAR COUNTY HOSPITAL DISTRICT

**ATTEST:**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

NAME: JOHN A. GUEST

TITLE: President/CEO BCHD

ADDRESS: 4502 Medical Dr.

San Antonio, Texas 78229-4493

**PURCHASER:**

**CITY OF SAN ANTONIO,  
a Texas municipal corporation**

**ATTEST:**

BY: \_\_\_\_\_  
City Clerk

BY: \_\_\_\_\_  
City Manager

pursuant to San Antonio City Ordinance No. \_\_\_\_\_ passed and approved on \_\_\_\_\_, 1991

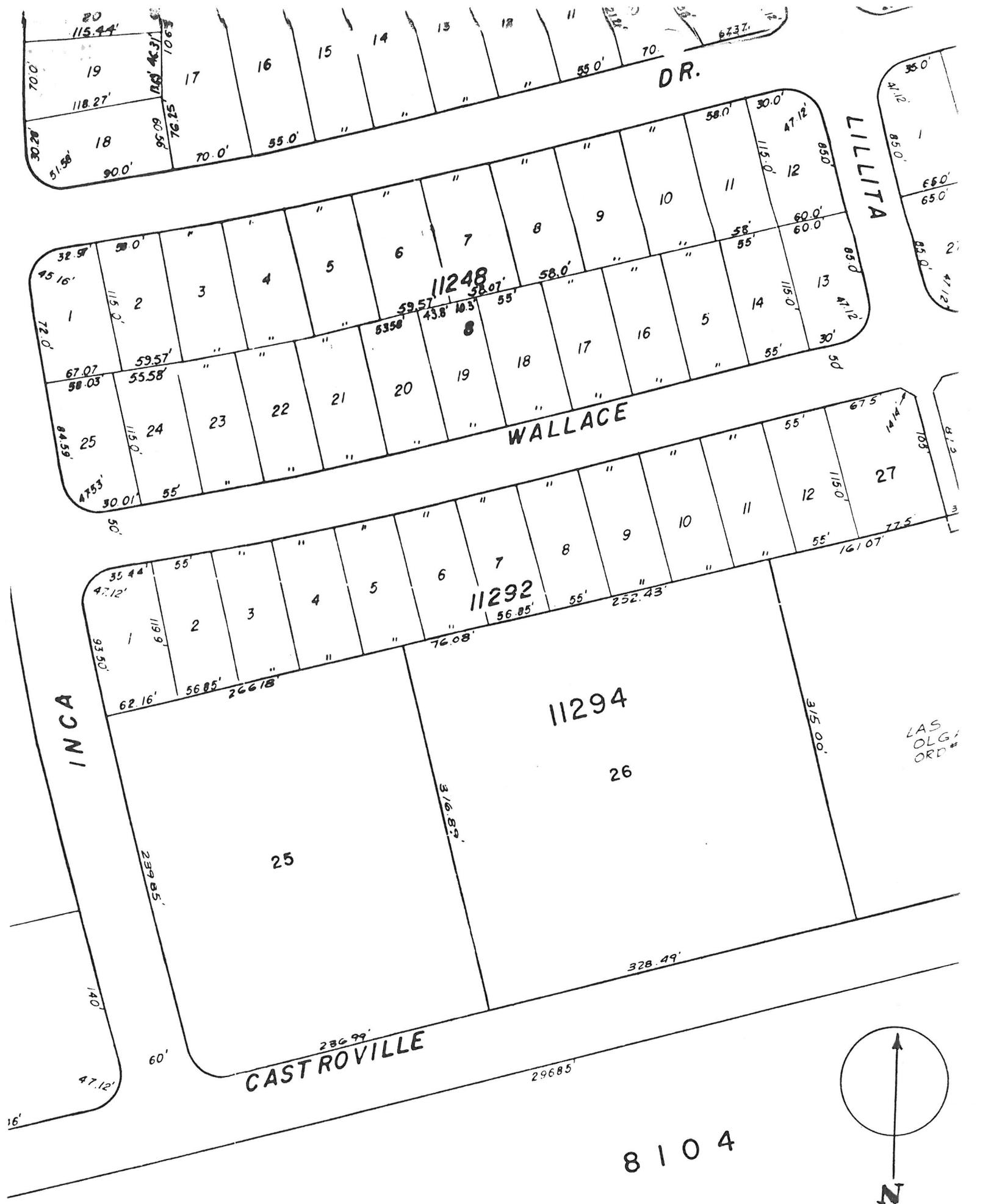


EXHIBIT A

8104

LAS  
OLGI  
ORD#

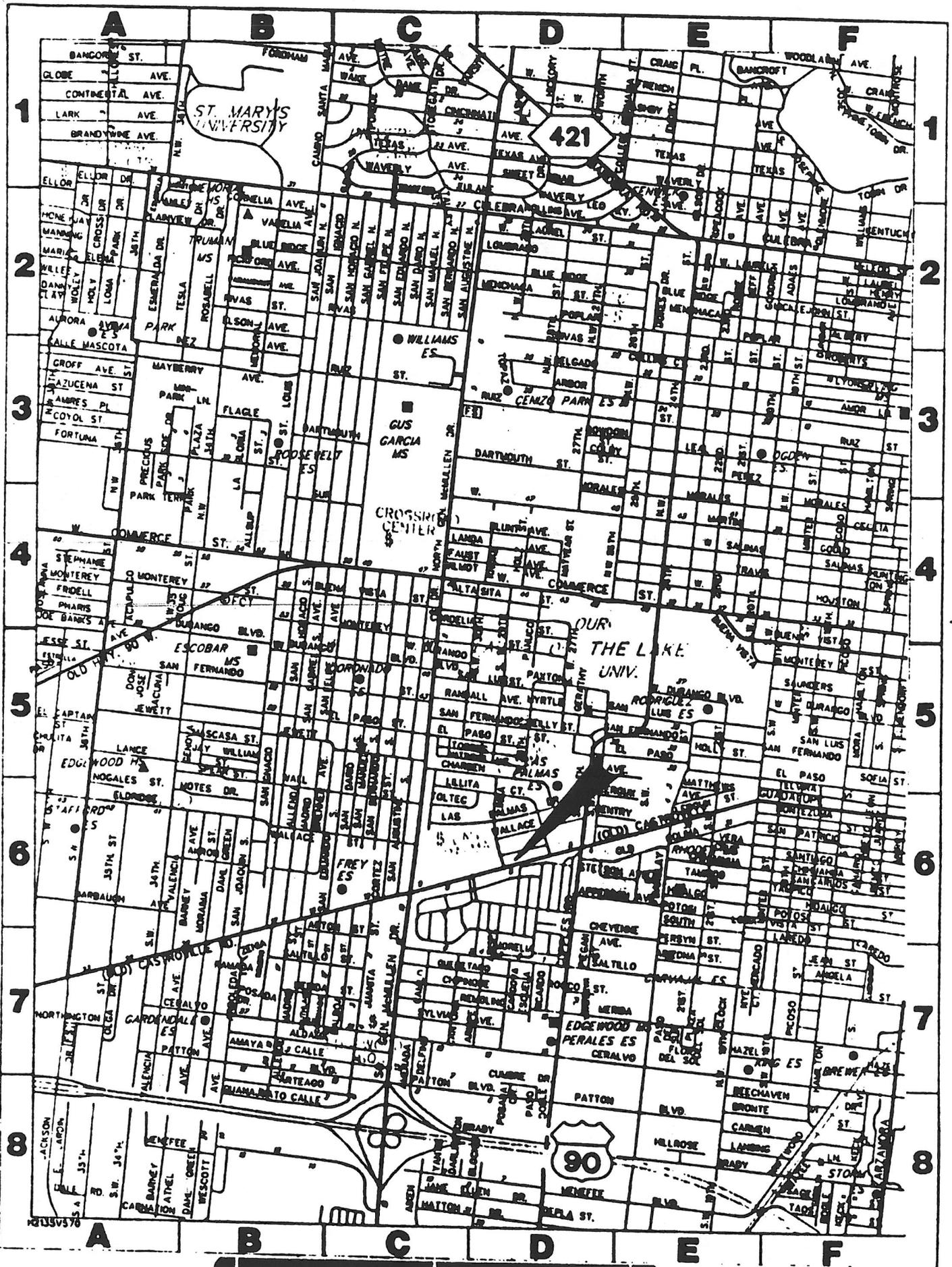


EXHIBIT "A"

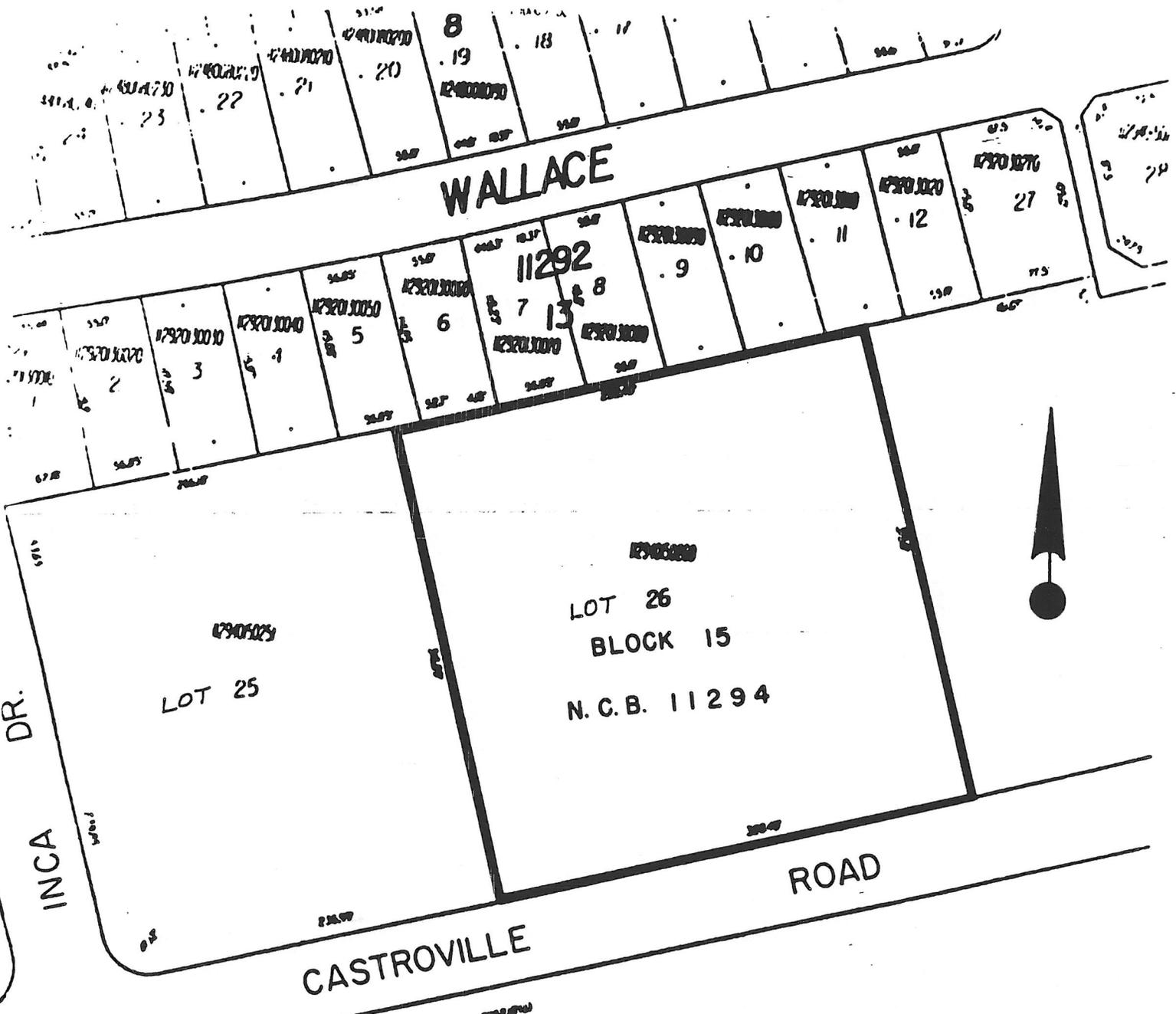


EXHIBIT "B"

C I T Y            O F            S A N            A N T O N I O

CITY ATTORNEY'S OFFICE  
Interdepartmental Correspondence Sheet

TO: Dick Porter, Assistant City Clerk/City Clerk's Office

FROM: Warner F. Fassnidge, Assistant City Attorney/Real Estate  
Section, Legal

COPIES TO: David Leamon, Director of Library Services, Bill Toudouze, Real  
Estate Manager/Real Estate Division-Public Works Department  
and File 91-0241

SUBJECT: Purchase of Library Site for Expansion of LAS PALMAS LIBRARY

DATE: February 27, 1992

The attached original Special Warranty Deed was approved per Ordinance No. 74980, passed on December 19, 1991.

I have also enclosed a copy for association with the ordinance, since I understand that all original deeds are retained in a separate file.

Also enclosed for association are:

1. Copy of signature Settlement Statement
2. Acceptance of Title Policy Exceptions

Thanks!



WARNER F. FASSNIDGE  
Assistant City Attorney  
Real Estate Section  
8993

WFF/lgg  
Attachment/Enclosures



THE STATE OF TEXAS

§

COUNTY OF BEXAR

§

§

This instrument was acknowledged before me on 4th day of February 1992, by JOHN A GUEST, President/Chief Executive Officer of the BEXAR COUNTY HOSPITAL DISTRICT, on behalf of said political subdivision.

Carolyn L. Whitney  
NOTARY PUBLIC, State of Texas  
CAROLYN L. WHITNEY

My Commission Expires:

5-2-93

APPROVED:

George B. Hernández, Jr.  
George B. Hernández, Jr.  
Vice President, Legal Services

AFTER RECORDING RETURN TO:

Mailing address of GRANTEE

City Attorney's Office  
Real Estate Section  
CITY OF SAN ANTONIO  
City Hall/Military Plaza  
P.O. Box 839966/3d Floor  
San Antonio, Texas 78283-3966

Attn: Warner F. Fassnidge  
Assistant City Attorney

VOL 5 265 PAGE 0 78

Iss: 1 By: ALAMO TITLE COMPANY  
613 N.W. Loop 410, Suite 400  
San Antonio, Texas 78216  
Phone: 512/340-0456

ACCEPTANCE OF TITLE POLICY EXCEPTIONS

FILE NO. 273423

ALAMO TITLE COMPANY  
SAN ANTONIO, TEXAS

Gentlemen:

We agree that the Owner's Title Policy you are to issue covering

Lot 26, Block 15, New City Block 11294, LAS PALMOS ADDITION, UNIT 2, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 7600, Page 7, Deed and Plat Records of Bexar County, Texas.

will be on the usual Texas form which contains the following printed exceptions:

1. The following restrictive covenants of record itemized below:

Volume 3529, Page 119, Bexar County Deed Records.

2. Any ~~discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements~~ (Subject to receipt of satisfactory survey being furnished)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

4. Any titles or rights asserted by anyone, including, but not limited to, persons, corporations, governments or other entities, to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian rights or other statutory water rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or the right of access thereto, or right of easement along and across the same.

5. Standby fees and taxes for the year 19<sup>92</sup> and subsequent years, and subsequent assessments for prior years due to change in land usage or



ownership for State, County, City of San Antonio and Edgewood Independent School District.

and that the policy to be issued on this particular transaction will contain the following special exceptions:

- 6. The following lien(s) and other matter(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s) and other matter(s):
  - A. Building setback line, 38 feet wide, along front property line, as shown on above mentioned plat.

~~Rights of parties in possession~~

Since the title company examines only the record title and does not actually see the property, we hereby waive inspection by Alamo Title Insurance of Texas of this property and accept our policy subject to the rights of parties in possession. We agree that it is our responsibility to inspect said premises and to obtain possession of it from the present occupants, if any.

CITY OF SAN ANTONIO

By: Warner F. Fassnidge

WARNER F. FASSNIDGE  
Assistant City Attorney  
Real Estate Section



Alamo Title Insurance  
of Texas

# CITY OF SAN ANTONIO

## Interdepartment Correspondence Sheet

AGENDA ITEM NO. 16

TO: City Council  
FROM: Joe A. Aceves, P.E., Director of Public Works  
COPIES TO: William S. Toudouze, Real Estate Manager, Real Estate Division  
SUBJECT: Site Purchase for the Relocation of the Las Palmas Library

Date December 2, 1991

### SUMMARY AND RECOMMENDATION:

This Ordinance approves a contract and authorizes the City Manager to execute said contract and any and all instruments for the purchase of Lot 26, Block 15, New City Block 11294 as the new site for the Las Palmas Library.

### BACKGROUND INFORMATION:

The property is located on the north side of Castroville Road, approximately 266 feet east of Inca Drive which is located half way between Cupples Road and General McMullen Drive. This lot has a 328.49 foot frontage and a depth of 316 feet and contains approximately 91,770.84 square feet or 2.1067 acres of land, as shown on Exhibits "A" and "B".

This new Library site is in Council District No. 6.

Approval of this Ordinance is recommended.

### FINANCIAL IMPACT:

The sum of \$120,000.00 will be appropriated out of the 1989 General Obligation Library Bonds.

### SUPPLEMENTAL COMMENTS:

The San Antonio Library Board will consider this site purchase on December 18, 1991 and the Planning Commission will consider the request on December 11, 1991.

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

### RECOMMENDATION APPROVED:

  
ALEXANDER E. BRISEÑO

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

*Ind*

Date: December 5, 1991	Department: Public Works Real Estate	Contact Person/Phone # William S. Toudouze (4091)
Date Council Consideration Requested: December 19, 1991	Deadline for Action:	Dept. Head Signature: <i>[Signature]</i>

**SUMMARY OF ORDINANCE.**

This Ordinance approves a contract and authorizes the City Manager to execute said contract and any and all instruments relevant to the purchase of Lot 26, Block 15, New City Block 11294 as the new site for the Las Palmas Library.

The sum of \$120,000.00 will be appropriated out of the 1989 General Obligation Library Bonds.

We recommend approval of this Ordinance.

Council Memorandum Must Be Attached To Original

Other Depts., Boards, Committees Involved (please specify): **The site purchase will be considered by the San Antonio Library Board on December 18, 1991. This request will be considered by the Planning Commission on December 11, 1991.**  
**LEGAL SECTION/WARNER FASSNIDGE**

Contract signed by other party  
 Yes  No

FISCAL DATA (If Applicable)	Budgetary Implications
Fund No. <u>45-911</u> Amt. Expended <u>\$120,000.00</u>	Funds/Staffing Budgeted Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Activity No. _____ SID No. _____	Positions Currently Authorized _____
Index Code <u>585968</u> Project No. <u>911302</u>	Impact on future O & M _____
Object Code <u>05-361</u>	If positions added, specify class and no. _____ _____ _____

**Comments:**  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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

HUD-1 (3-86)

OMB NO. 2502-026

<p><b>A.</b></p> <p style="text-align: center;"><b>Alamo Title Company</b></p> <p style="text-align: center;">U. S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT</p> <p style="text-align: center;">TIN: 74-1659903</p> <p style="text-align: center;">DISCLOSURE / SETTLEMENT STATEMENT</p>	<p><b>B. TYPE OF LOAN:</b></p> <p>1. <input type="checkbox"/> FHA    2. <input type="checkbox"/> FMHA    3. <input type="checkbox"/> CONV. UNINS.          4. <input type="checkbox"/> VA    5. <input type="checkbox"/> CONV. INS.    Cash</p> <p>6. FILE NUMBER: 273423    7. LOAN NUMBER:</p> <p>8. MORTGAGE INSURANCE CASE NUMBER:</p>
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C. NOTE: This form is furnished to give you a statement of actual settlement costs. Amounts paid to and by the settlement agent are shown. Items marked "(p.o.c.)" were paid outside the closing; they are shown here for informational purposes and are not included in the totals.

<p><b>D. NAME AND ADDRESS OF BORROWER:</b>                  City of San Antonio                   P O Box 839966                  San Antonio, Texas 78283-3966</p>	<p><b>E. NAME AND ADDRESS OF SELLER:</b>                  Bexar County Hospital District                   4502 Medical Drive                  San Antonio, Texas 78229-4493</p>	<p><b>F. NAME AND ADDRESS OF LENDER:</b></p>
<p><b>G. PROPERTY LOCATION:</b>                  Lot 26, Blk 15, NCB 11294                  Las Palmas Addition, Unit 2                  San Antonio, Bexar County, TX</p>	<p><b>H. SETTLEMENT AGENT:</b>                  Alamo Title Company                  J. Christopher Varley                  Escrow Officer</p> <p><b>PLACE OF SETTLEMENT:</b>                  175 E. Houston St., Suite 200                  San Antonio, Texas 78205</p>	<p><b>I. SETTLEMENT DATE:</b>                   01/25/92</p>

\* Other Real Estate \*

J. SUMMARY OF BORROWER'S TRANSACTION		K. SUMMARY OF SELLER'S TRANSACTION	
100. GROSS AMOUNT DUE FROM BORROWER:		400. GROSS AMOUNT DUE TO SELLER:	
101. Contract sales price	120,000.00	401. Contract sales price	120,000.00
102. Personal property		402. Personal property	
103. Settlement charges to borrower (line 1400)	307.30	403.	
104.		404.	
105.		405.	
Adjustments for items paid by seller in advance		Adjustments for items paid by seller in advance	
106. City/town taxes to		406. City/town taxes to	
107. County taxes to		407. County taxes to	
108. Assessments to		408. Assessments to	
109.		409.	
110.		410.	
111.		411.	
112.		412.	
120. GROSS AMOUNT DUE FROM BORROWER	120,307.30	420. GROSS AMOUNT DUE TO SELLER	120,000.00
200. AMOUNTS PAID BY OR IN BEHALF OF BORROWER:		500. REDUCTIONS IN AMOUNT DUE TO SELLER:	
201. Deposit or earnest money		501. Excess deposit (see instructions)	
202. Principal amount of new loan(s)		502. Settlement charges to seller (line 1400)	1,237.50
203. Existing loan(s) taken subject to		503. Existing loan(s) taken subject to	
204.		504. Payoff of first mortgage loan	
205.		505. Payoff of second mortgage loan	
206.		506.	
207.		507.	
208.		508.	
209.		509.	
Adjustments for items unpaid by seller		Adjustments for items unpaid by seller	
210. City/town taxes to		510. City/town taxes to	
211. County taxes to		511. County taxes to	
212. Assessments to		512. Assessments to	
213.		513.	
214.		514.	
215.		515.	
216.		516.	
217.		517.	
218.		518.	
219.		519.	
220. TOTAL PAID BY/FOR BORROWER		520. TOTAL REDUCTION AMOUNT DUE SELLER	1,237.50
300. CASH AT SETTLEMENT FROM/TO BORROWER		600. CASH AT SETTLEMENT TO/FROM SELLER	
301. Gross amount due from borrower (line 120)	120,307.30	601. Gross amount due to seller (line 420)	120,000.00
302. Less amounts paid by/for borrower (line 220)	( )	602. Less reductions in amount due seller (line 520)	( 1,237.50
303. CASH ( <input checked="" type="checkbox"/> FROM) ( <input type="checkbox"/> TO) BORROWER	120,307.30	603. CASH ( <input checked="" type="checkbox"/> TO) ( <input type="checkbox"/> FROM) SELLER	118,762.50

We hereby acknowledge receipt of a copy of this Settlement Statement and approve the disbursement thereof.

City of San Antonio Buyer  
*Wanda St. Starnidge* Buyer  
 Assistant City Attorney  
 Buyer  
 Date:

*Roger Turner* Seller  
 Bexar County Hospital District Senior Executive Vice President / Chief Financial Officer Seller  
 Seller  
 Date:

L. SETTLEMENT CHARGES		120,000.00		273423
700. TOTAL SALES/BROKER'S COMMISSION based on price \$	at % =			
Division of Commission (line 700) as follows:				
701. \$	to			
702. \$	to			
703. Commission paid at Settlement				
704.				
800. ITEMS PAYABLE IN CONNECTION WITH LOAN				
801. Loan Origination Fee	%			
802. Loan Discount	%			
803. Appraisal Fee	to			
804. Credit Report	to			
805. Lender's Inspection Fee				
806. Mortgage Insurance Application Fee	to			
807. Assumption Fee				
808.	to			
809.	to			
810.	to			
811.	to			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE				
901. Interest from	to	at \$	/day	
902. Mortgage Insurance Premium for	months	to		
903. Hazard Insurance Premium for	years	to		
904.	years	to		
905.				
1000. RESERVES DEPOSITED WITH LENDER				
1001. Hazard insurance	months	at \$	per month	
1002. Mortgage insurance	months	at \$	per month	
1003. City property taxes	months	at \$	per month	
1004. County property taxes	months	at \$	per month	
1005. Annual assessments	months	at \$	per month	
1006.	months	at \$	per month	
1007.	months	at \$	per month	
1008.	months	at \$	per month	
1100. TITLE CHARGES				
1101. Settlement or closing fee	to	Alamo Title Company		75.00 75.00
1102. Abstract or title search	to			
1103. Title examination	to			
1104. Title insurance binder	to			
1105. Document preparation	Lender's Attorney	to		
1106. Notary fees	to			
1107. Attorney's fees	to			
(includes above items numbers:		)		
1108. Title insurance	to	Alamo Title Company		1,152.00
(includes above items numbers:		)		
1109. Lender's coverage	\$			
1110. Owner's coverage	\$	120,000.00 /	1,152.00	
1111.				
1112. Survey Deletion	to	Alamo Title Company	172.80	
1113. St of TX Policy Guaranty Fee	to	Alamo Title Company		1.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES				
1201. Recording fees: Deed \$	7.00	: Mortgage \$	7.00	7.00 7.00
1202. City/county tax/stamps: Deed \$		: Mortgage \$		
1203. State tax/stamps: Deed \$		: Mortgage \$		
1204. Copy Fees	to	Alamo Title Company	2.50	2.50
1205. Inspection Fee	to	Alamo Title Company	50.00	
1300. ADDITIONAL SETTLEMENT CHARGES				
1301. Survey	to			
1302. Pest inspection	to			
1303.	to			
1304.	to			
1305.	to			
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)			307.30	1,237.50

HUD-1 (3-86)  
RESPA, HB 4305.2

Substitute Form 1099: Blocks A, E, G, H, I, Line 401, and Seller TIN — This is important tax information and is being furnished to the Internal Revenue Service. If you are required to file a return, a negligence penalty or other sanction will be imposed on you if this item is required to be reported and the IRS determines that it has not been reported.

To the Sellers:

You are required by law to provide Alamo Title Company with your correct Taxpayer Identification Number (TIN). If you do not provide Alamo Title Company with your correct Taxpayer Identification Number, you may be subject to civil or criminal penalties imposed by law.

To Alamo Title Company:

We, the Sellers, divide and allocate the contract sales price as follows (no allocation required when husband and wife are the only Sellers):

NAME	ALLOCATION
(1) Not Applicable	\$ ---
(2)	\$
(3)	\$
(4)	\$
(5)	\$
(6)	\$
SALES PRICE (LINE 401)	\$

Under penalties of perjury, I certify that the number shown on this statement is my correct Taxpayer Identification Number and that the allocation (if any) of the sales price shown above is true and correct.

BEXAR COUNTY HOSPITAL DISTRICT

- (1) By: Ralph Turner TIN 1-74-6002164-9  
 Seller Ralph Turner  
Senior Executive Vice President/  
 Chief Financial Officer
- (2) Seller \_\_\_\_\_ TIN \_\_\_\_\_
- (3) Seller \_\_\_\_\_ TIN \_\_\_\_\_
- (4) Seller \_\_\_\_\_ TIN \_\_\_\_\_
- (5) Seller \_\_\_\_\_ TIN \_\_\_\_\_
- (6) Seller \_\_\_\_\_ TIN \_\_\_\_\_

DT-273423 JCV

DEAR FRIEND

Thank you for the privilege of handling this transaction for you. I sincerely hope it was handled to your satisfaction and you were pleased with our service. We now have a complete, permanent file on your property. For any future title work, this file will enable us to provide you with especially fast service.

If you have any comment, suggestion, or criticism to make, I would appreciate your noting it on this card and dropping the card in the mail. It will come to my attention. Thank you.



ALEX H. HALFF, President  
ALAMO TITLE

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(Signed)

# INTERDEPARTMENT ROUTING SLIP

CHECK AND FORWARD

- 1. Mr. Dick Porter ( )
- 2. City Clerk's Office ( )
- 3. \_\_\_\_\_ ( )

- YOUR INFORMATION
- INVESTIGATE AND REPORT
- SUBMIT YOUR RECOMMENDATIONS OR COMMENTS
- NECESSARY ACTION
- FOR YOUR SIGNATURE
- RETURN TO \_\_\_\_\_
- FOR YOUR FILES

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

*thanks!*

**REAL ESTATE**  
**CITY OF SAN ANTONIO**  
**LEGAL DEPARTMENT**

DEPT \_\_\_\_\_

DATE May 27. 92

SIGNATURE Fastidge, W. F.  
8993/108

CITY OF SAN ANTONIO

CITY ATTORNEY'S OFFICE  
Interdepartmental Correspondence Sheet

TO: Dick Porter, Assistant City Clerk/City Clerk's Office

FROM: Warner F. Fassnidge, Assistant City Attorney/Real Estate  
Section, Legal

COPIES TO: David Leamon, Library Service Director; Bill Toudouze, Real  
Estate Manager, Real Estate Division/Public Works Department;  
and File 91-0241

SUBJECT: LAS PALMAS LIBRARY SITE

DATE: May 27, 1992

Attached please find the ORIGINAL Title Policy for the purchase of the Las Palmas Library Site. Please associate with Ordinance No. 74980 passed and approved on December 19, 1991.

By copy of this memo, with a copy of the policy, I am suggesting to Messrs. Leamon and Toudouze that we secure a policy once the improvements are completed. We will be given credit for the cost of the attached policy and a new policy, if secured, will be forwarded to you.

Thanks.



WARNER F. FASSNIDGE  
Assistant City Attorney  
Real Estate Section  
8993

WFF/lgg  
Attachments