

AN ORDINANCE 75664

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$3,527.25 OUT OF VARIOUS FUNDS; ACQUIRING TITLE TO ONE PARCEL IN CONNECTION WITH THE 34TH STREET RECONSTRUCTION PROJECT - CULEBRA ROAD TO W. COMMERCE STREET; ACQUIRING TITLE TO ONE PARCEL IN CONNECTION WITH THE F.M. 1517 (ECKHERT ROAD) S.H. 16 TO HUEBNER ROAD PROJECT; AND ACQUIRING TITLE TO ONE PARCEL IN CONNECTION WITH THE VILLARREAL STREET PROJECT - CLARK TO MOZART.

* * * * *

WHEREAS, it is necessary to obtain title and/or easements to certain property for the purpose of constructing street, drainage and/or utility improvements; and,

WHEREAS, funds are available from various funds to acquire the necessary rights of way; NOW THEREFORE;

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

SECTION 1. The sum of \$825.00 is hereby appropriated and authorized to be expended out of Fund #45-707, Project #707354, Index Code #547422, in connection with the 34TH STREET RECONSTRUCTION PROJECT - CULEBRA ROAD TO W. COMMERCE STREET, payable to CYNTHIA RAMIREZ, 815 N.W. 34th Street, San Antonio, Texas 78228 for title to part of lot 14, Block 10, New City Block 7478, Bexar County, Texas. - Parcel 13361.

SECTION 2. The sum of \$2,316.00 is appropriated in the 1984 General Obligation Street Bonds Fund to Project No. 45-407014 entitled Resolution November 21, 1989 State Highway Project, and therein to Expenditure Account Index no. 512608, and said amount is authorized to be encumbered in and paid from said account, in connection with the F.M. 1517 (ECKHERT ROAD) S.H. 16 TO HUEBNER ROAD, payable to FIRST AMERICAN TITLE COMPANY as escrow agent for FRANCES NELSON BARTON for title to part of Lot 9, Block E, New City Block 14657, Bexar County, Texas. - Parcel 63-13812.

Section 3. The sum of \$386.25 is hereby authorized to be expended out of Fund #26-013, Project #013172, Index Code #441378, in connection with the VILLARREAL STREET PROJECT - CLARK TO MOZART, payable to BERTHA M. PERERA, BALBINA M. MARTINEZ and GLORIA LEE MARTINEZ VARGAS, 230 Villarreal, San Antonio, Texas 78210, for title to part of Lot 19, Block 36, New City Block 3747, Bexar County, Texas. - Parcel 13842.

Section 4. Copies of the respective instruments are attached hereto and made a part hereof for all purposes. The City of San Antonio, and the State of Texas accept title to the respective parcels upon closing of each transaction.

PASSED AND APPROVED this 23rd day of April, 1992.


M A Y O R

ATTEST: 
City Clerk

APPROVED AS TO FORM: 
City Attorney

92-17

ARTS & CULTURAL AFFAIRS
AVIATION
BUILDING INSPECTIONS
BUILDING INSPECTIONS HOUSE NUMBER
CITY ATTORNEY
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
CONTROLLER
GRANTS
RISK MANAGEMENT
TREASURY
FIRE DEPARTMENT
HOUSING TRUST
INFORMATION RESOURCES
INTERNATIONAL RELATIONS
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
PUBLIC WORKS
CAPITAL PROJECTS
CENTRAL MAPPING
ENGINEERING
PARKING DIVISION
REAL ESTATE (BILL TOUDOUZE)
SOLID WASTE
TRAFFIC ENGINEERING
PURCHASING & GENERAL SERVICES
WASTEWATER MANAGEMENT

ITEM NO. 23
DATE: APR 23 1992

MEETING OF THE CITY COUNCIL DATE: _____

MOTION BY: _____ SECONDED BY: _____

ORD. NO. 75664 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			
JUAN F. SOLIS III PLACE 5			
HELEN AYALA PLACE 6			
YOLANDA VERA PLACE 7			
BILL THORNTON PLACE 8			
WEIR LABATT PLACE 9			
LYLE LARSON PLACE 10			
NELSON WOLFF PLACE 11 (MAYOR)			

92-17

CONSENT AGENDA

/gl 02/03/92
03/27/92

PROJECT: 34th Street Reconstruction -
Culebra to W. Commerce

PARCEL: 13361

SALES AGREEMENT

* * * * *

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

THAT, CYNTHIA RAMIREZ, a married woman, dealing in her sole and separate property, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of EIGHT HUNDRED TWENTY-FIVE AND NO/100 (\$825.00) 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:

All of that certain parcel of land containing 0.0157 acre or 682.235 square feet of land, being out of Lot 14, Block 10, New City Block 7478, San Antonio Fig Gardens Subdivision an addition to the City of San Antonio, Bexar County, Texas according to the map or plat thereof, recorded in Volume 3025, Page 68, Deed and Plat Records of Bexar County, Texas, said 0.0157 acre tract being more particularly described in 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.

The above consideration includes payment for trees and/or landscaping within the above described real estate.

SPECIAL CONDITIONS: The City of San Antonio will relocate, at its expense, the existing fence to the revised boundary line in as good or better condition as existed prior to construction.

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

It is agreed and understood that SELLER, her legal representatives, successors and/or assigns, does hereby consent and agree 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.

SALES AGREEMENT

Page 2

Parcel - 13361

Chicago Title Insurance 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.

The agreed purchase price in the amount of \$825.00 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 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.

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 cannot be cured in a reasonable time, then 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 her interest in said property.

EXECUTED this the 30 day of March, A.D., 1992.

WITNESS:

Doris C. Segura

Cynthia Ramirez Centur
CYNTHIA RAMIREZ, a married woman,
dealing in her sole and separate
property

SALES AGREEMENT

Page 3

Parcel - 13361

OWNER ADDRESS:

815 N.W. 34th Street
San Antonio, Texas 78228

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY:

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

June 25, 1990

PARCEL NO.13361
FEE TITLE

ALL OF THAT CERTAIN PARCEL OF LAND CONTAINING 0.0157 ACRE OR 682.235 SQUARE FEET OF LAND, BEING OUT OF LOT 14, BLOCK 10, NEW CITY BLOCK 7478, SAN ANTONIO FIG GARDENS SUBDIVISION, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS AS RECORDED IN VOLUME 3025 AT PAGE 68, PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID 0.0157 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT AN IRON PIN SET AT THE INTERSECTION OF THE NORTH RIGHT OF WAY LINE OF PARAMOUNT AVENUE AND THE EAST RIGHT OF WAY LINE OF N.W. 34th STREET, SAID POINT ALSO THE SOUTHWEST CORNER OF SAID LOT 14 FOR THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL;

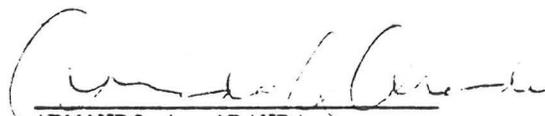
THENCE: DUE NORTH, ALONG THE EAST RIGHT OF WAY LINE OF 34th STREET AND THE WEST LINE OF SAID LOT 14, A DISTANCE OF 150.00 FEET TO AN IRON PIN SET AT THE NORTHWEST CORNER OF SAID LOT 14 FOR THE NORTHWEST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE: DUE EAST, ALONG THE NORTH LINE OF SAID LOT 14, A DISTANCE OF 5.87 FEET TO AN IRON PIN SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE: S.01°01'29"W., A DISTANCE OF 144.85 FEET TO AN IRON PIN SET FOR THE POINT OF CURVATURE OF A CURVE TO THE LEFT;

THENCE: IN A SOUTHEASTERLY DIRECTION, ALONG A CURVE TO THE LEFT WHOSE RADIUS IS 9.50 FEET, CENTRAL ANGLE IS 32°46'54", ARC LENGTH IS 5.44 FEET AND WHOSE CHORD BEARS S.15°21'58"E., 5.35 FEET TO AN IRON PIN SET ON THE NORTH RIGHT OF WAY LINE OF PARAMOUNT AVENUE FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED PARCEL;

THENCE: DUE WEST, ALONG THE NORTH RIGHT OF WAY LINE OF PARAMOUNT AVENUE AND THE SOUTH LINE OF SAID LOT 14, A DISTANCE OF 4.70 FEET TO THE POINT OF BEGINNING AND CONTAINING 0.0157 ACRE OR 682.235 SQUARE FEET OF LAND.



ARMANDO A. ARANDA
REGISTERED PROFESSIONAL
LAND SURVEYOR



/dow 3/31/92

PARCEL: 63-13812

PROJECT: FM 1517 - SH 16 to Huebner Road

OWNERS: FRANCES NELSON BARTON, a married woman, dealing in her sole and separate property

SALES AGREEMENT

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

THAT, the undersigned, hereinafter referred to as "SELLER", for and in consideration of the agreed upon purchase price of TWO THOUSAND THREE HUNDRED SIXTEEN AND NO/100 DOLLARS, and upon the terms and conditions hereof does hereby contract to GRANT, SELL and CONVEY by General Warranty Deed to the State of Texas, acting by and through the Texas Department of Transportation, hereinafter referred to as "PURCHASER", which is acting in cooperation with the CITY OF SAN ANTONIO; 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:

0.024 acre, more or less, out of Lot 9, Block E, New City Block 14657, Alamo Farmsteads Subdivision, in the City of San Antonio, Bexar County, Texas, as shown on plat in Volume 980/373, Deed and Plat Records of Bexar County, Texas; said 0.024 acre tract being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

together with all improvements and other things incident or belonging thereto, including without limitations, all right, title and interest in or to all adjoining streets or alleys.

Except as specifically set out in this agreement, the agreed purchase price includes full payment for any improvements, trees and or landscaping within the above described real estate.

SPECIAL CONDITION: NONE

The purchase price includes full accord, satisfaction and compensation for all severance damages to the remaining premises of the SELLER, if any. It also includes payment for loss of fencing if applicable.

FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS shall act as escrow agent and the SELLER, upon demand by the PURCHASER, agrees to deliver such duly executed deed to the escrow agent at its San Antonio office, 1919 N.W. Loop 410, and to surrender possession of the above described premises to the PURCHASER not later than ten days after the date of the delivery of such deed.

The agreed purchase price is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, SELLER does so as a tenant at the will of the City of San Antonio and/or the Texas Department of Transportation.

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 deliver of the deed.

The City of San Antonio, without expenses to the SELLER, shall prepare the deed, including all closing costs attributable thereto.

SELLER will pay all taxes on property conveyed including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of closing.

This contract shall not be binding upon any party until it is executed by SELLER and accepted by the CITY OF SAN ANTONIO, and it contains the entire consideration for the Sale and in conveyance of the premises described, there being no other written or parol agreement with any officer or employee of the City of any other person.

However, if at any time before closing, an examination of title or any other source discloses any defects in title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire the same by 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 her interest in said property.

EXECUTED THIS THE 8th DAY OF April, 1992.

WITNESS:

[Signature]

SELLER:

[Signature]
FRANCES NELSON BARTON, a married woman,
dealing in her sole and separate property

ADDRESS: 200 Voigt
San Antonio, Texas 78232-1128

ACCEPTED:

_____, 1992

BY _____
NAME

County: Bexar
Control: 1478-01-007
Highway: F. M. 1517
Project Limits: From State Highway 16
To Huebner Road

Field Notes for Parcel 63-13812

0.024 of one acre of land, more or less, same being out of and a part of Lot 9, Block E, Alamo Farmsteads out of the Jose Alameda Survey No. 81, Abstract No. 26, New City Block No. 14657-E, in Bexar County, Texas, in the City of San Antonio, which Lot 9, Block E, Alamo Farmsteads was conveyed to Francis Nelson Barton by deed dated March 18, 1980 of record in Volume 1881, Page 720, Real Property Records of Bexar County, Texas, which 0.024 of one acre of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at a point for a corner in the existing north right of way line of F. M. 1517, which point is the southwest corner of said Lot 9, Block E, Alamo Farmsteads, and which point is South 00 deg 02' 26" East, a distance of 666.40 feet along the west line of said Lot 9, Block E, Alamo Farmsteads from the northwest corner of same, and which point is left 60.00 feet from and at a right angle to the centerline of F. M. 1517 at P. C. Station 180+68.29,

THENCE Northeasterly, a distance of 326.79 feet along the proposed north right of way line of F. M. 1517 and arc of a circular curve to the left, the radius of which is 5669.58 feet, and which has a chord length of 326.74 feet, and chord bearing of North 88 deg 33' 57" East to a point for a corner in the east line of said Lot 9, Block E, Alamo Farmsteads, which point is South 00 deg 02' 25" East, a distance of 658.81 feet along the east line of said Lot 9, Block E, Alamo Farmsteads from the northeast corner of same, and which point is left 60.00 feet from and at a radial angle to the centerline of F. M. 1517 at Station 183+98.54;

THENCE SOUTH 00 deg 02' 25" East, a distance of 9.42 feet along the east line of said Lot 9, Block E, Alamo Farmsteads to a point in the existing north right of way line of F. M. 1517,

THENCE NORTH 89 deg 46' 58" West, a distance of 326.65 feet along the existing north right of way line of F. M. 1517 to the point of BEGINNING and containing an area of 0.024 of one acre of land, more or less.

EXHIBIT A

*RM
2-12-92*

RECEIVED
FEB 21 1991

ROW ACQUISITION

SALES AGREEMENT

Page 2

Parcel 13842

ALAMO TITLE COMPANY shall act as escrow agent and the SELLERS 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 day of the delivery of such deed.

The agreed purchase price is the amount of \$386.25 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS does so as 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 SELLERS 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 SELLERS shall prepare the deed, including all closing costs thereto.

SELLERS 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 delivery of the deed.

This contract shall not be binding upon either party until it is accepted by the PURCHASER acting by and through the City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The SELLERS agree, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the SELLERS hereby declares to be the fair market value of their interest in said property.

EXECUTED this 31 day of March, A.D., 1992.

WITNESS:

[Signature]

Bertha M. Perera
BERTHA M. PERERA

[Signature]

Balbina F. Martinez
BALBINA F. MARTINEZ

[Signature]

Gloria Lee Martinez Vargas
GLORIA LEE MARTINEZ VARGAS

SALES AGREEMENT

Page 3

Parcel 13842

OWNER ADDRESS:

230 Villarreal
San Antonio, Texas 78210

ADDRESS OF PARCEL:

Same as above

ACCEPTED:

CITY OF SAN ANTONIO

BY:

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

FIELD NOTES
JOB NO. 90516

JUNE 28, 1990

#13842
FEE TITLE

ALL THAT CERTAIN TRACT OF LAND CONTAINING 48.31 SQUARE FEET OF LOT 19, BLOCK 36, N.C.B. 3747, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at an iron pin set at the northeast corner of Lot 19, Block 36, N.C.B. 3747;

THENCE in a southerly direction, along the east line of Lot 19 and west line of Anita Street; a distance of 15.01 feet to an iron pin set, for the point of curvature of a 15.00 foot radius curve;

THENCE in a northwesterly direction along the arc of said curve a distance of 23.57 feet to an iron pin set, for the point of tangency of said curve;

THENCE in an easterly direction, along the north line of Lot 19 and south line of Villareal Street, a distance of 15.01 feet to the point of beginning and containing 48.31 square feet of land.



Armando A. Aranda
Armando A. Aranda, RPLS No. 1398

RECEIVED
AUG 20 1991
ROW ACQUISITION

90516.fn

EXHIBIT "A"

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 8th day of May, 1992, by BERTHA M. PERERA.

James W. Heyman
NOTARY PUBLIC in and for the State of
T E X A S

JAMES W. Heyman
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 8th day of May, 1992, by BALBINA M. MARTINEZ.

James W. Heyman
NOTARY PUBLIC in and for the State of
T E X A S

James W. Heyman
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

STATE OF TEXAS }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 8th day of May, 1992, by GLORIA LEE MARTINEZ VARGAS.

James W. Heyman
NOTARY PUBLIC in and for the State of
T E X A S

James W. Heyman
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

VOIS 336 PAGE 0465



Urban Design Group
Aranda Surveyors

FIELD NOTES
JOB NO. 90516

JUNE 28, 1990

#13842
FEE TITLE

ALL THAT CERTAIN TRACT OF LAND CONTAINING 48.31 SQUARE FEET OF LOT 19, BLOCK 36, N.C.B. 3747, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at an iron pin set at the northeast corner of Lot 19, Block 36, N.C.B. 3747;

THENCE in a southerly direction, along the east line of Lot 19 and west line of Anita Street; a distance of 15.01 feet to an iron pin set, for the point of curvature of a 15.00 foot radius curve;

THENCE in a northwesterly direction along the arc of said curve a distance of 23.57 feet to an iron pin set, for the point of tangency of said curve;

THENCE in an easterly direction, along the north line of Lot 19 and south line of Villareal Street, a distance of 15.01 feet to the point of beginning and containing 48.31 square feet of land.



Armando A. Aranda
Armando A. Aranda, RPLS No. 1398

RECORDER'S MEMORANDUM

90516.fn

AT THE TIME OF RECORDATION, THIS INSTRUMENT WAS FOUND TO BE INADEQUATE FOR THE BEST PHOTOGRAPHIC REPRODUCTION BECAUSE OF ILLEGIBILITY, CARBON OR PHOTO COPY, DISCOLORED PAPER, ETC.

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AUG 20 1991

ROW ACQUISITION

EXHIBIT "A"

VOL 5 3 3 6 PAGE 0 4 6 6

NOV 23 3 0 6 PM '91

5h

2257942

/gl 01/28/92

Project: Villarreal Street -
Clark to Mozart

Return to:

Parcel: 13842

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

AFFIDAVIT OF HEIRSHIP

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

BEFORE ME, the undersigned authority, on this day personally appeared MANUEL H. GUERRA and MINERVA V. GUERRA, know to me to be credible persons and by me duly sworn, upon their oaths depose and say:

THAT each was personally acquainted with the family history and facts of heirship of GABRIEL MARTINEZ, deceased.

THAT, Decedent was married to ELOISA F. MARTINEZ.

THAT, Decedent was not married to any other person and was never divorced.

THAT, Decedent departed this life in San Antonio, Texas on January 25, 1949. He died intestate.

THAT, there were three (3) children born as issue of said marriage:

1. BERTHA M. PEREDA, daughter, born October 28, 1925 and presently resides at 1155 S. Avdubon, San Antonio, Texas 78212.
2. BALBINA F. MARTINEZ, daughter, born March 31, 1930 and presently resides at 230 Villarreal, San Antonio, Texas 78210
3. GLORIA LEE MARTIENZ VARGAS, daughter, born July 11, 1931 and presently resides at 723 Carlisle, San Antonio, Texas 78225.

THAT, Decedent at the date of death left no other surviving children than those named above.

THAT, Decedent never adopted any child or children, nor was any child or children taken into their home for the purpose of adoption.

WITNESS my hand this the 29 day of January, 1992.

Manuel H. Guerra
MANUEL H. GUERRA

WITNESS my hand this the 29 day of January, 1992.

Minerva V. Guerra
MINERVA V. GUERRA

05-21-92 0716932 0283025 \$5.00 Y 001 10002
05-21-92 0716932 0283026 \$2.00 Y 005 10002

VOIS 344 PAGE 1844

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 29 day of January, 1992 by, MANUEL H. GUERRA.

James W. Heymon

Notary Public in and for the State of
TEXAS

James W. Heymon

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 29 day of JANUARY, 1992 by, MINERVA V. GUERRA.

James W. Heymon

Notary Public in and for the State of
TEXAS

James W. Heymon

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

SWORN AND SUBSCRIBED BEFORE ME by said MANUEL H. GUERRA, on this the 29 day of JANUARY, 1992 by.

James W. Heymon

Notary Public in and for the State of
TEXAS

James W. Heymon

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

SWORN AND SUBSCRIBED BEFORE ME by said MINERVA V. GUERRA, on this the 29 day of JANUARY, 1992 by.

James W. Heymon

Notary Public in and for the State of
TEXAS

James W. Heymon

NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

VOIS 344 PAGE 1843

Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under federal law.

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

MAY 21 1992



Robert D. Green
County Clerk Bexar County, Texas

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1992 MAY 21 AM 9:35

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CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

23-09-01
CONSENT AGENDA

ITEM NO. 23

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: Ordinance Authorizing Procurement of Right-of-Way and Expenditure of the Sum of \$3,527.25 Out of Various Funds.

Date April 9, 1992

SUMMARY AND RECOMMENDATION:

SECTION 1 acquires title to one parcel in connection with the 34TH STREET RECONSTRUCTION PROJECT - CULEBRA ROAD TO W. COMMERCE STREET. Six (6) parcels have be acquired on this thirty-five (35) parcel project. The sum of \$825.00 is being expended out of General Obligation Bonds. This project is in Council District No. 7.

SECTION 2 acquires title to one parcel in connection with the F.M. 1517 (ECKERT ROAD) S.H. 16 TO HUEBNER ROAD. This is the first parcel to be acquired on this forty-eight (48) parcel project. The sum of \$2,316.00 is being expended out of 1984 General Obligation Street Bonds. This project is in Council District No. 8.

SECTION 3 acquires title to one parcel in connection with the VILLARREAL STREET PROJECT - CLARK TO MOZART. One parcel remains to be acquired on this five (5) parcel project. The sum of \$386.25 is being expended out of CDBG Funds. This project is in Council District No. 2.

FINANCIAL IMPACT:

The total sum to be expended under this Ordinance is \$3,527.25. These funds are available from approved budgeted items out of the following funding sources:

General Obligation Bonds	\$3,141.00
CDBG Funds	386.25


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

RECOMMENDATION APPROVED:


ALEXANDER E. BRISEÑO
City Manager

REQUEST FOR ORDINANCE / RESOLUTION - ATTACHMENT

FISCAL DATA

SECTION 1. 34TH STREET RECONSTRUCTION PROJECT - CULEBRA ROAD TO W. COMMERCE

1987 Street Bonds #45-707, Project #707354
Index Code #547422
SID #80310179
Object Code #05-361
Amount to be expended - \$825.00 (Purchase of Land)

SECTION 2. F.M. 1517 (ECKHERT ROAD) S.H. 16 TO HUEBNER ROAD

1984 Street Bonds #45-407, Project #407014
Index Code #512608
SID #N/A
Object Code #05-361
Amount to be expended - \$2,316.00 (Purchase of Land)

SECTION 3. VILLARREAL - CLARK TO MOZART PROJECT

CDBG Funds #26-013, Project #013782
Index Code #441378
SID #N/A
Object Code #05-361
Amount to be expended - \$386.25 (Purchase of Land)

PROPERTY ADDRESSES

SECTION 1. 34TH STREET STREET RECONSTRUCTION PROJECT - CULEBRA ROAD TO W. COMMERCE

13361 - 815 N.W. 34th Street

SECTION 2. F.M. 1517 (ECKHERT ROAD) S.H. 16 TO HUEBNER ROAD

63-13812 - 6239 Eckhert Road

SECTION 3. VILLARREAL - CLARK TO MOZART PROJECT

13842 - 230 Villarreal