

/le  
2/6/86

AN ORDINANCE **62362**

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$6,300.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF EASEMENTS TO CERTAIN LANDS; ALL IN CONNECTION WITH CERTAIN RIGHT OF WAY PROJECTS.

\* \* \* \* \*

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

SECTION 1. The sum of \$1,100.00 is hereby appropriated and authorized to be expended out of Fund #45-306, Project #306103, Index Codes #552927 and #552935, in connection with the Wheatley Drainage Project No. 200, payable as follows:

- A. The sum of \$1,050.00 payable to National Title Company as escrow agent for Mary Louise Hill, aka Mary Louise Hill Hinson, et vir, for an Easement being out of Lot 19, Block 20, N.C.B. 10698. - Parcel 10054.
- B. The sum of \$50.00 payable to Banc Plus Savings Association, P. O. Box 47524, San Antonio, TX 78265, for processing of a Partial Release of Lien on above Parcel 10054.

SECTION 2. The sum of \$2,050.00 is hereby appropriated and authorized to be expended out of Fund #45-306, Project #306202, Index Code #476499, in connection with Project #69 Riprap, Phase I, payable as follows:

- A. The sum of \$2,050.00 payable to Alamo Title Company as escrow agent for Guadalupe V. Espinoza, et ux for an Easement being out of the East portion of Lot 10, N.C.B. 9483. - Parcel 10490.

SECTION 3. The sum of \$500.00 is hereby appropriated and authorized to be expended out of Fund #40-007, Project #007001, Index Code #403014, in connection with the Northwest Expressway (S. H. 151), payable as follows:

- A. The sum of \$500.00 payable to Liberty Title Company as escrow agent for Quest Development Inc. for title to 3.75 acres of land out of N.C.B. 15330. - Parcel 29-10619. (Deed will be in the name of the State of Texas).

SECTION 4. The sum of \$1,150.00 is hereby authorized to be expended out of Fund #28-009, Project #009067, Index Code #389684, in connection with the Keller, Rehman, Stark & Stribling Street Project, payable as follows:

- A. The sum of \$1,150.00 payable to Alamo Title Company as escrow agent for Elpidio Chapa, et al for title to a tract of land out of Lot 2, Block 3, N.C.B. 2572. - Parcel 10995.

SECTION 5. The sum of \$500.00 is hereby appropriated and authorized to be expended out of Fund #52-009, Project #009086, Index Code #498782, in connection with the Oakland Estates Outfall Project, Phase II "D", Unsewered Area #66, payable as follows:

- A. The sum of \$500.00 payable to Donald B. Grammer, et ux, for an Easement (Permanent & Temporary) being out of Lot 31, Block 3, N.C.B. 14703. - Parcel E-2543.

SECTION 6. The sum of \$1,000.00 is hereby appropriated and authorized to be expended out of Fund #52-009, Project #009063, Index Code 530378, in connection with the St. Mary's Street Relief Line Project, payable as follows:

- A. The sum of \$1,000.00 payable to Alamo Title Company as escrow agent for Fred A. Turner for an Easement being out of Lot H, N.C.B. A-2. - Parcel E-2677.

SECTION 7. The following dedication in connection with the Guilbeau Park Outfall Off-Site Sanitary Sewer Project is hereby accepted:

- A. An Easement Agreement from Morton Southwest Company covering four (4) permanent and temporary easements being out of New Territories, Units 1A, Unit 2 and Unit 6 and out of the Domingo Perez Survey No. 190, Abstract No. 578, C.B. 4447, The Peter Odit Survey No. 264, Abstract No. 561, C.B. 4472. - Parcel E-2770.

SECTION 8. The following dedication in connection with Hooker - Westport Sanitary Sewer Project is hereby accepted:

- A. An Easement - Dedication from Bexar County being out of the Sterling N. Dobie Survey No. 79, Abstract 841, N.C.B. 16325 and out of a 20 acre tract described in Deed recorded in Vol. 637, Page 188 and a 0.71 acre tract described in Vol. 654, Page 438, Deed Records, Bexar County, Texas. - Misc. Easements & Dedications.

SECTION 9. The following dedication in connection with the Rolling Oaks Mall Drainage Project is hereby accepted:

A. An Easement Agreement from Naco Simon Corp. being out of the Pedro Sanchez Original Survey No. 411, Abstract 677, C.B. 5018, Francis G. Keller Original Survey No. 198, Abstract 394, C.B. 5020, and the J. M. Sierra Original Survey No. 199, Abstract 674, C.B. 5021, N.C.B. 16584. - Misc. Easements & Dedications.

PASSED AND APPROVED this 20<sup>th</sup> day of February, 1986.

*Henry Cisneros*  
M A Y O R

ATTEST:

*John Rodriguez*  
City Clerk

86-08

APPROVED AS TO FORM:

*William J. ...*  
City Attorney

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

ITEM NO. 27  
 MEETING OF THE CITY COUNCIL DATE: FEB 20 1986

MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_

ORD. NO. 62862 ZONING CASE \_\_\_\_\_

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

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

86-08  
**TRANSIENT AGENDA**

/le

TO: City Attorney

DATE: February 5, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th

Parcel: 10054

Project: Wheatley Drainage #200

1. Amount to appropriate (or authorize payment): \$1,050.00 and \$50.00

2. Title Company, as escrow agent: National

3. Account or Fund: Fund #45-306103, Index Code #552927 and #552935

Special Instructions: Accepting an Easement per copy attached. Authorizing payment of \$50.00 for processing of Partial Release.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Lash W. Cooney*

E A S E M E N T

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That I, MARY LOUISE HILL, also known as MARY LOUISE HILL HINSON, joined pro forma by my husband, DON A. HINSON hereinafter called Grantors, for and in consideration of ONE THOUSAND FIFTY AND NO/100 (\$1,050.00) DOLLARS to me in hand paid by the City of San Antonio, a municipal corporation, whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, 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, an easement and right of way for storm drainage over, across, under and upon the following described land located in Bexar County, Texas, said land being more particularly described as follows, to-wit:

BEING 327.038 square feet out of Lot 19, Block 20, N.C.B. 10698, Wheatley Heights Addition, Second Filing as recorded in Volume 3025, Page 15, Plat Records, Bexar County, Texas. Said parcel being a part of the real property conveyed to Mary Louise Hills by Melvin L. Miles on June 25, 1980, and recorded in Volume 2008, Page 875, Deed Records, Bexar County, Texas and being more particularly described as follows:

BEGINNING at an iron pin set at the southeast corner of this tract, said point being the southeast corner of Lot 19, Block 20, N.C.B. 10698, and also being in the north right-of-way (R.O.W.) line of "F" Street, 250.00 feet (N 79° 48' 01" W) from the southeast corner of N.C.B. 10698, for the POINT OF BEGINNING;

THENCE N 79° 48' 01" W, along the southerly boundary of this tract and the north R.O.W. line of "F" Street, a distance of 5.39 feet to an iron pin set for a corner of this tract;

THENCE N 12° 32' 54" E, a distance of 121.46 feet to an iron pin, said point being in the east property line of Lot 19, Block 20, N.C.B. 10698, set for a corner of this tract;

THENCE S 10° 00' 13" W, along the east property line of Lot 19 and the west property line of Lot 20, Block 20, N.C.B. 10698, a distance of 121.35 feet to the POINT OF BEGINNING,

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and grantor expressly covenants and agrees for herself, her heirs, legal representatives, successors and/or assigns, that no building of any kind will be placed on said easement right-of-way herein granted.

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 7TH day of JANUARY, A. D., 1986.

Mary Louise Hill

MARY LOUISE HILL, also known as  
MARY LOUISE HINSON.

Don A. Hinson

DON A. HINSON

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

FEDERAL NATIONAL MORTGAGE ASSOCIATION

BY: Frank L. Scrivano  
Frank L. Scrivano Assistant Vice President  
BRIERCROFT SERVICE CORPORATION

BY: /s/ Pat Smith  
Pat Smith, Vice-President

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on 1-7-1986 by MARY LOUISE HILL, also known as MARY LOUISE HINSON and husband, DON A. HINSON.

[Signature]  
Notary Public in and for the State of  
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 JAN 2 1986 day of JAN 2 1986, 1985, by Frank L. Scrivano Assistant Vice President of the FEDERAL NATIONAL MORT. ASSOCIATION on behalf of said company.

[Signature]  
Robert L. Reed  
AUG 6 1988

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 27th day of January, 1985, by Pat Smith Vice-President of the Briercroft Service Corporation, on behalf of said corporation.

/s/ Kimberly Fedeman  
Notary Public in and for the State of  
Texas

My Commission Expires: 7-10-89



P.O. BOX 47524

J. A. T. 78265

10054

January 7, 1986

City of San Antonio  
Real Estate Division  
Attn Eldon D. White  
P O Box 9066  
San Antonio, Texas 78285

RE: Partial Release on Hill, Loan # 1004773

Dear Mr. White:

Attached please find the Executed Partial Release on the above referenced loan. There is a charge of \$50.00 for the processing of a Partial Release.

CITY TO PAY  
Please remit to my attention. If we can be of any further assistance in this matter, please contact the undersigned.

Sincerely,

A handwritten signature in cursive script that reads "Catherine J. Wieben".

Catherine J. Wieben  
Payoff Specialist

Enclosure

/le

**TO:** City Attorney

**DATE:** February 6, 1986

**FROM:** REAL ESTATE DIVISION

**SUBJECT:** Ordinance to be placed on agenda of February 20th

Parcel: 10490

Project: #69 Riprap, Phase I

1. Amount to appropriate (or authorize payment): \$2,050.00

2. Title Company, as escrow agent: Alamo

3. Account or Fund: Fund #45-306202, Index Code # 476499

**Special Instructions:** Accepting an Easement per copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *John W. Curran*

E A S E M E N T

STATE OF TEXAS }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, GUADALUPE V. ESPINOZA and wife, TERRY R. ESPINOZA, hereinafter referred to as "Grantors", for and in consideration of TWO THOUSAND FIFTY AND NO/100 (\$2,050.00) DOLLARS to Grantors in hand paid by the City of San Antonio, a municipal corporation, hereinafter referred to as "Grantee", whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto the said Grantee, an easement and right of way for storm drainage, over, across, under and upon the following described land located in Bexar County, Texas, said land being more particularly described as follows, to-wit:

A permanent drainage easement, out of the East portion of Lot 10, New City Block 9483, HARLANDALE ACRE TRACTS #1, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 642, Page 114, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest R.O.W. intersection of Clint Lane and Harding Boulevard. Thence S. 89° 46' 12" W., 103.00 feet along the north R.O.W. line of Harding Boulevard. Thence N. 00° 13' 48" W., 179.60 feet to the point of beginning;

THENCE: N. 41° 04' 46" W., 97.78 feet to a point;

THENCE: S. 69° 41' 17" E., 68.30 feet to a point;

THENCE: S. 00° 13' 48" E., 50.00 feet to the point of beginning and containing 1,598.93 square feet of land,

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere

with the exercise of the rights herein 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.

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

EXECUTED this 20th day of December, A. D., 1985.

/s/ Guadalupe V. Espinoza  
\_\_\_\_\_  
GUADALUPE V. ESPINOZA

/s/ Terry R. Espinoza  
\_\_\_\_\_  
TERRY R. ESPINOZA

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

/s/ Gertrude J. Russell Sublett  
\_\_\_\_\_  
GERTRUDE J. RUSSELL SUBLETT

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 20th day of Dec., 1985, by GUADALUPE V. ESPINOZA and wife, TERRY R. ESPINOZA.

/s/ Eldon D. White  
\_\_\_\_\_  
Notary Public in and for the State of  
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 31 day of Jan.,  
1985, by GERTRUDE J. RUSSELL SUBLETT.

/s/ Eldon D. White  
Notary Public in and for the State of  
T E X A S

MY COMMISSION EXPIRES: /s/ 10-6-88

/le

TO: City Attorney

DATE: February 6, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th

Parcel: 29-10619

Project: Northwest Expressway (S.H. 151)

1. Amount to appropriate (or authorize payment): \$500.00
2. Title Company, as escrow agent: Liberty
3. Account or Fund: Fund #40-007001, Index Code #403014

Special Instructions: Accepting a Warranty Deed per attached copy of Purchase Contract - Deed will be in the name of the State of Texas.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Paul Wilcox*

Parcel(s): 29-10619

Project: Northwest Expressway (S.H 151)

Title Co.: Liberty Title Company

PURCHASE CONTRACT  
For Participation Projects  
(Partial Taking)

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

This Contract, made and entered into on this the 20 day of Januauary, 1985, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

3.75 acres of land, more or less, in New City Block 15330, in the City of San Antonio, same being out of and a part of that certain 27.543 acre tract of land out of the J. W. McCamley Survey No. 70, Abstract No. 470, County Block No. 4329, in Bexar County, Texas, which tract was conveyed to Quest Development, Inc., by deed dated May 19, 1983 of record in Volume 2843, Page 2585, Real Property Records of Bexar County, Texas, which 3.75 acres of land, more or less, is more particularly described by metes and bounds as follows:

BEGINNING at the point of intersection of the proposed South right of way line of S. H. 151 and the East line of said 27.543 acre tract;

THENCE, along the proposed South right of way line of S.H. 151 as follows:

South 73 Deg 30' 57" West, a distance of 178.04 feet to a point for angle;

South 70 Deg 02' 00" West, a distance of 246.43 feet to a point for an angle;

South 15 Deg 04' 11" West, a distance of 86.29 feet to a point for the intersection of the proposed Southeast right of way cutback line of Military Drive and the existing East right of way line of Military Drive;

THENCE, along the existing East right of way line of Military Drive as follows:

Northwesterly, a distance of 134.76 feet along the arc of a circular curve to the right, the radius of which is 844.660 feet and has a chord length of 134.62 feet along a bearing of North 37 Deg 45' 36" West to a point for an angle;

North 33 Deg 11' 22" West, a distance of 127.18 feet to a point for the intersection of the existing East right of way line of Military Drive and the West line of said 27.543 tract;

THENCE, North 0 Deg 48' 59" East along the West line of said 27.543 acre tract, a distance of 194.83 feet to a point for the intersection of the West line of said 27.543 acre tract and the proposed North right of way line of S. H. 151, which point is South 0 Deg 48' 59" West, a distance of 621.31 feet from the Northern most corner of said 27.543 acre tract;

THENCE, North 65 Deg. 31' 14" East, a distance of 198.17 feet to a point for an angle;

THENCE, North 68 Deg. 42' 10" East, a distance of 212.22 feet to a point for the intersection of the proposed North right of way line of S. H. 151 and East line of said 27.543 acre tract;

THENCE, along the East line of said 27.543 acre tract as follows:

South 0 Deg 19' 45" West, a distance of 217.35 feet to a point for angle;

South 56 Deg 17' 55" East, a distance of 237.05 feet to the point of BEGINNING, and containing 3.75 acres of land, more or less,

together with all improvements and other things incident or belonging thereto, including all of its right, title and interest in or to all adjoining streets or alleys.

And for the same consideration described above and upon the same conditions, the Grantor hereby acknowledges that its use of and access to the expressway lanes to be constructed in conjunction with the highway facility of which the land hereby conveyed shall become a part shall be and forever remain subject to the same regulation by legally constituted authority as applies to the public's use thereof; and Grantor further acknowledges that the design and operation of such highway facility as a Controlled Access Highway require that access from Grantor's remaining property to said highway facility shall be governed henceforth as indicated in Paragraphs (A) and/or (B) hereinbelow; and all abutter's rights, including rights of ingress and egress and the right of direct access to and from Grantor's remaining property to said Controlled Access Highway facility, which have accrued or might otherwise accrue to Grantor, its successors assigns is hereby waived, released and relinquished insofar as they appertain to Paragraph (B) hereinbelow:

(A) Access to and from Grantor's remaining property will be permitted:

(B) Access to and from Grantor's remaining property will be denied:

It is understood and agreed that grantor is retaining title to the following listed bisected improvement(s):

Such improvement(s) shall be removed from the premises hereby conveyed by the grantor on or before 10 days after delivery of the deed, subject, however, to such extension of time as may be granted by the State in writing, but in the event grantor fails for any reason to remove such improvement(s) within the time herein provided for, title to such improvement(s), including the portion thereof located on the grantor's remaining property, shall immediately vest in the State of Texas, all for the same consideration herein above recited.

It is further understood and agreed that in the event title to such improvement vests in the State of Texas under the provision of the paragraph next above, grantor authorizes the State of Texas or its assigns to enter upon his remaining property for the purpose of removing such bisected structure, and grantor expressly waives all damage or claims that may result to the remaining property of the grantor as a result of such entry and removal of such structure.

And for the same consideration described above, and upon the same conditions grantor does hereby bargain, sell, and convey unto the State of Texas that portion of the following structure located on the remaining property out of which the above described premises were originally a portion, to-wit:

The owner understands and agrees that it will be necessary for the State to enter upon his remaining property out of which the above described property was conveyed for the purpose of removing that portion of the above described structure which is located on such owner's remaining property. The owner hereby authorizes the State or the State's agent to enter upon such remaining property for the purpose of removing such structure and expressly waives all damages or claims that may result to the remaining property of the owner as a result of such entry and removal of such structure.

Total purchase price of \$ 500.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes.

This land is being acquired for the purpose of constructing a controlled access highway by the Texas Highway Department. The right-of-way of said highway is to be obtained by the City in the name of the State of Texas.

➤ The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

LIBERTY TITLE COMPANY shall act as escrow agent for the owner, who upon demand by the City agrees to deliver such deed, duly executed, to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the City and/or State of Texas not later than 10 days after delivery of such deed.

The agreed purchase price is payable \$ 500.00 at time of the delivery of such deed and \$ - 0 - at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ - 0 - as liquidated damages and proceed to

obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, it does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damages to the above premises by fire or other casualty shall be at the risk of the owner 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.

A policy of Title insurance will be obtained in the name of the State of Texas at City's expense.

Owner will pay all taxes on the 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 buyer acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City or any other person.

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

EXECUTED this the 20 day of January, A. D., 1985/86.

OWNER

ADDRESS

PHONE NO.

QUEST DEVELOPMENT, INC.

BY: /s/ Frank J. Corte

11509 FM 1957

(512) 679-7712

WITNESS:

/s/

/s/ Beth E. Richardson

ACCEPTED:

CITY OF SAN ANTONIO

BY:

JACK W. CURINGTON  
Real Estate Manager  
Real Estate Division

/le

TO: City Attorney

DATE: February 5, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th  
Parcel: 10995  
Project: Keller/Rehman, Stark & Stribling Street Project

1. Amount to appropriate (or authorize payment): \$1,150.00
2. Title Company, as escrow agent: Alamo
3. Account or Fund: Fund #28-009067, Index Code #389684

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

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *John W. Conroy*

11/20/85/dow  
1/14/86

Parcel: 10995

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

SALES AGREEMENT

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR }

That ELPIDIO CHAPA, AVELARDO G. CHAPA, CARLOS CHAPA and DEBRA E. CHAPA, as sellers, for an in consideration of the agreed purchase price of ONE THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$1,150.00) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a 0.013 acre (573.93 sq. ft.) tract of land out of Lot 2, Block 3, New City Block 2572, George Stark Subdivision (an unrecorded plat), San Antonio, Bexar County, Texas. Said 0.013 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin set for the Southwest corner of Lot 2 and the POINT OF BEGINNING of the herein described tract. Said point of beginning also being the Northeast corner of Stark and Rehman Streets;

THENCE North 55° 12' 00" East along the East right-of-way line of Strk Street, 92.00 feet to a 1/2 inch iron pin set for the Northwest corner of the herein described tract;

THENCE South 34° 48' 00" East into Lot 2, 4.00 feet to a 1/2 inch iron pin set for a corner;

THENCE South 55° 12' 00" West and parallel to the East right-of-way line of Stark Street, 60.74 feet to a 1/2 inch iron pin set for the Point of Curvature of a curve to the left. Said curve having a central angle of 104° 17' 34" and a radius of 23.50 feet;

THENCE in a Southerly direction and along the arc of said curve, 42.78 feet to a 1/2 inch iron pin set on the north right-of-way lind of Rehman Street for the Point of Tangency of said curve;

THENCE North 49° 05' 34" West along the North right-of-way line of Rehman Street, 34.37 feet to the POINT OF BEGINNING and containing 0.013 acres, more or less;

together with all improvements and other things incident or belonging thereto, including all of our right, title and interest in or to all adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the sellers, if any, together with, but not limited to the following:

Alamo Title Title Company shall act as escrow agent and the sellers upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 10 days after the date of the delivery of such deed.

The agreed purchase price is payable \$1,150.00, at the time of the delivery of such deed. It is further agreed, should sellers retain possession after execution of such deed, they do so as a tenant at will of the buyer.

Until title has been conveyed to the buyer, loss or damage to the above premises by fire or other casualty shall be at the risk of the 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 buyer without expense to the sellers shall prepare the deed.

Owners will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

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

Notwithstanding the prior acceptance of this offer, if examination of title at any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The 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 declare to be the fair market value of their interest in said property.

EXECUTED this the 23 day of JANUARY, A.D., 1986.

Carlos Chapa  
CARLOS CHAPA

Elpidio Chapa  
ELPIDIO CHAPA

Debra E. Chapa  
DEBRA E. CHAPA

Avelardo G. Chapa  
AVELARDO G. CHAPA

WITNESS:

Elisa Gonzalez  
John B. [unclear]

ACCEPTED:

CITY OF SAN ANTONIO

BY: \_\_\_\_\_  
Real Estate Manager  
REAL ESTATE DIVISION

/le

TO: City Attorney

DATE: February 6, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th

Parcel: E-2543

Project: Oakland Estates Outfall, Phase II "D", Unsewered Area #66

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

2. Title Company, as escrow agent: Stewart

3. Account or Fund: Fund #52-009086, Index Code #498782

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

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Leslie W. Cunningham*

/dow 12/26/85

Parcel: E-2543

Project: Oakland Estates Sanitary Sewer

EASEMENT  
(Permanent & Temporary)

STATE OF TEXAS }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, DONALD B. GRAMMER and wife BRENDA J. GRAMMER, hereinafter referred to as "Grantors", for and in consideration of the sum of *Five Hundred* and *no/100* — (\$ *500.00* ) DOLLARS to the Grantors in hand paid by the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "Grantee", whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents do hereby GRANT, SELL AND CONVEY unto the said Grantee, an easement and right-of-way for sanitary sewer line(s) with all necessary laterals and/or desirable appurtenances thereto, over, across, under and upon the following described lands located in Bexar County, Texas, said lands being more particularly described as follows, to-wit:

A 16-foot Sanitary Sewer Easement and an adjacent 25 foot Temporary Construction Easement out of New City Block 14703, Block 3, Lot 31, Oakland Estates Subdivision, as recorded in Volume 980, Page 281, out of the Jose Alameda Survey, Bexar County Plat Records, San Antonio, Texas;

BEGINNING at an iron pin found at the most westerly corner of the above described property; said found iron pin being North 48° 55' 11" West, 586.15 feet from an iron pin found in the northwest right-of-way line of Encino Park Road; said found iron pin being the most westerly corner of this 16-foot sanitary sewer easement;

THENCE North 41° 23' 00" East, 45.56 feet along the northwest property line of the above described property, to an iron pin set for the most northerly corner of the easement;

THENCE South 20° 49' 20" West, 48.55 feet to an iron pin set for the most southerly corner of the easement;

THENCE North 48° 55' 11" West, 17.05 feet along the southwest property line of the above described property, to the POINT OF BEGINNING and containing 0.08 acres of land more or less;

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said 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 heirs, legal representatives, successors and/or assigns, that no building of any kind will be placed on said easement and right-of-way herein granted.

And the said 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:

A 25-foot temporary construction easement adjacent and parallel to the south line of the described permanent 16-foot sanitary sewer easement and containing 0.12 acres of land, more or less;

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of this grant, said Grantee expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantee, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And 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 30 day of January, A. D., 1985.

[Signature]  
DONALD B. GRAMMER

[Signature]  
BRENDA J. GRAMMER

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

~~TRAVIS SAVINGS AND LOAN ASSOCIATION~~

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 30 day of January, 1985, by DONALD B. GRAMMER and wife, BRENDA J. GRAMMER.

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

MY COMMISSION EXPIRES: 3-14-88

~~STATE OF TEXAS }  
COUNTY OF BEXAR }~~

~~This instrument was acknowledged before me on this the \_\_\_ day of \_\_\_\_\_, 1985, by \_\_\_\_\_ of TRAVIS SAVINGS AND LOAN ASSOCIATION on behalf of said Association.~~

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

~~MY COMMISSION EXPIRES: \_\_\_\_\_~~

/le

TO: City Attorney

DATE: February 6, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th

Parcel: E-2677

Project: St. Mary's Street Relief Line

1. Amount to appropriate (or authorize payment): \$1,000.00
2. Title Company, as escrow agent: Alamo
3. Account or Fund: Fund #52-009063, Index Code #530378

Special Instructions: Accepting an Easement per copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Jack W. Cunningham*

/dow 1/14/86  
2/04/86

Parcel: E-2677

Project: St. Mary Street  
Relief Line

E A S E M E N T  
(Permanent)

STATE OF TEXAS }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, FRED A. TURNER, owning and occupying other property as his homestead, hereinafter referred to as "Grantor", for and in consideration of the sum of ONE THOUSAND DOLLARS AND NO/100 (\$1,000.00) DOLLARS to the Grantor in hand paid by the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "Grantee", whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED, and by these presents does hereby GRANT, SELL AND CONVEY unto the said Grantee, an easement and right-of-way for a sanitary sewer line with all necessary laterals and/or desirable appurtenances thereto, over, across, under and upon the following described lands located in Bexar County, Texas, said lands being more particularly described as follows, to-wit:

Being a 10-foot wide Sanitary Sewer Easement out of Lot H, New City block A-2, San Antonio, Bexar County, Texas, and being more particularly described as follows:

BEGINNING for reference at an iron pin set at the Northeast corner of a tract described as the "West 40 feet of Lot 10", New City Block 6391, on the South line of Trail Street, according to deed recorded in Volume 3177, Page 2009, Bexar County Deed Records;

THENCE with the East line of the said "West 40 feet of Lot 10" tract, South 00° 22' 07" East 72.27 feet to an iron pin set for the POINT OF BEGINNING of the Easement herein described on the North line of Lot H, New City Block A-2;

THENCE into Lot H, South 00° 22' 07" East 18.06 feet to an iron pin set at an angle point, and South 33° 15' 39" West 12.70 feet to an iron pin set on the South line of said Lot H, and the North line of Lot 1, New City Block 6939, Magnolia Place Subdivision, recorded in Volume 980, Page 181, Bexar County Plat Records;

THENCE with the South line of said Lot H and North line of said Lot 1, North 65° 48' 11" West 10.13 feet to an iron pin set at the Northwest corner of said Lot 1 (the Southwest corner of this Easement);

THENCE North 33° 15' 39" East 29.33 feet to the POINT OF BEGINNING, and containing 0.004 acres, or 210 square feet, more or less;

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said improvements or their appurtenances; and the right of exercising all other rights hereby granted, and Grantor expressly covenants and agrees for himself, his 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.

In further consideration of this grant, said City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements.

TO HAVE AND TO HOLD the above described easement and right unto the said Grantee, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And Grantor does hereby bind himself, his 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 5 day of February, A. D., 1986.

/s/ Fred A. Turner  
FRED A. TURNER

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 5 day of February, 1986 by FRED A. TURNER.

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

MY COMMISSION EXPIRES: 8/20/89

/le

TO: City Attorney

DATE: February 6, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th

Parcel: E-2770

Project: Guilbeau Park Outfall Off-Site Sanitary Sewer

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

Special Instructions: Accepting an Easement Agreement per copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Paul W. Conroy*



conveyed, and Grantee shall dispose of all cuttings and trimmings either by piling and burning within the Easement or by loading and hauling away from the premises.

3.02 Grantor retains, reserves, and shall continue to enjoy the use of the surface of such property for any and all purposes which do not interfere with and prevent the use and enjoyment by Grantee of the Easement, including the right to use the surface of the herein granted easement. However, Grantor shall not construct or build any permanent building or structures on such property, excluding sidewalks, streets and parking lots.

3.03 This instrument contains the entire agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing, signed by the party to be charged.

3.04 In the event of any controversy, claim, or dispute relating to this instrument or the breach thereof, the prevailing party shall be entitled to recover from the losing party reasonable expenses, attorneys' fees, and costs.

Executed this 23rd day of October, 1984.

Morton/Southwest Company

BY: 

Its: Sr. V. P.

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on the 23rd day of October, 1984, by Larry H. Parnes, Vice President of Newton/Southwest Co., a Texas Corporation, in the capacity therein stated and on behalf of said corporation.

Shirley C. Andrews  
Notary Public, State of Texas

Shirley C. Andrews  
(Print or Type Name)

My Commission Expires: 3/1/85

FIELD NOTES  
FOR

A 16 foot wide sanitary sewer easement and an adjacent 25 foot wide temporary construction easement situated within a 96 foot wide drainage right-of-way as recorded in New Territories, Unit-6, in Volume 8700, Page 237, of the Deed and Plat Records of Bexar County, Texas, the said 25 foot wide temporary construction easement is to be located towards the centerline of the aforementioned drainage right-of-way and the said 16 foot wide sanitary sewer easement being a 0.31 acre tract of land and being more particularly described by metes and bounds as follows:

COMMENCING: At a point for the southeasterly corner of the aforementioned 96 foot wide drainage right-of-way as recorded in New Territories, Unit-6, in Volume 8700, Page 237, of the Deed and Plat Records of Bexar County, Texas and proceeding along the following courses;

N 89°58'25" W, a distance of 22.00 feet to an angle point;

THENCE: S 89°57'35" W, a distance of 38.01 feet to a point for the southeasterly corner and Point of Beginning of the herein described easement;

THENCE: S 89°57'35" W, a distance of 18.64 feet to a point for the southwesterly corner of the herein described easement;

THENCE: N 30°54'16" W, a distance of 439.65 feet to an angle point;

THENCE: N 13°07'05" E, a distance of 343.15 feet to an angle point;

THENCE: N 19°43'39" W, a distance of 56.42 feet to a point for the northwesterly corner of the herein described easement;

THENCE: S 76°52'55" E, a distance of 19.05 feet to a point for the northeasterly corner of the herein described easement;

THENCE: S 19°43'39" E, a distance of 50.80 feet to an angle point;

THENCE: S 13°07'05" W, a distance of 341.40 feet to an angle point;

THENCE: S 30°54'16" E, a distance of 442.74 feet to the POINT OF BEGINNING and containing 0.31 acre or (13,393 square feet) of land, more or less.

FIELD NOTES  
FOR

A 16 foot wide sanitary sewer easement and an adjacent 25 foot wide temporary construction easement situated within a 91 foot wide drainage R.O.W. as recorded in New Territories, Unit-2 in Volume 8600, Page 64-65 of the Deed and Plat Records of Bexar County, Texas, the said 16 foot wide sanitary sewer easement being a 0.32 acre tract of land and being more particularly described by metes and bounds as follows:

COMMENCING: At a point for the southeasterly corner of the aforementioned 91 foot wide drainage R.O.W. and proceeding along the following course;

N 76°52'55" W, a distance of 45.54 feet to a point for the southeasterly corner and Point of Beginning of the herein described easement;

THENCE: N 76°52'55" W, a distance of 19.05 feet to a point for the southwesterly corner of the herein described easement;

THENCE: N 19°43'39" W, a distance of 859.65 feet to a point on the northerly right-of-way line of Bowen Drive, said point being the northwesterly corner of the herein described easement;

THENCE: N 70°16'21" E, a distance of 16.00 feet along the said northerly right-of-way line of Bowen Drive to a point for the northeasterly corner of the herein described easement;

THENCE: S 19°43'39" E, a distance of 869.98 feet departing from the aforementioned northerly right-of-way line of Bowen Drive to the POINT OF BEGINNING and containing 0.32 acre or (1,387 square feet) of land, more or less.

NOTE: The 25 foot wide temporary construction easement lies northeast of, is adjacent and parallel to the 16 foot wide sanitary sewer easement. The said 25 foot wide temporary construction easement shall terminate upon completion of the sanitary sewer construction and the acceptance of the sanitary sewer line by the City of San Antonio.

FIELD NOTES  
FOR

A 16 foot wide sanitary sewer easement and an adjacent 25 foot wide temporary construction easement situated within a 90 foot wide drainage R.O.W. as recorded in New Territories, Unit-1A in Volume 8600, Page 77 of the Deed and Plat Records of Bexar County, Texas, the said 16 foot wide sanitary sewer easement being a 0.13 acre tract of land and being more particularly described by metes and bounds as follows:

- COMMENCING: At a point on the northerly right-of-way line of Bowen Drive said point being the southeasterly corner of the aforementioned 90 foot wide drainage R.O.W. and proceeding along the following course;
- S 70°16'21" W, a distance of 49.26 feet along the said northerly right-of-way line of Bowen Drive to a point for the southeasterly corner and Point of Beginning of the herein described easement;
- THENCE: S 70°16'21" W, a distance of 16.00 feet continuing along the said northerly right-of-way line of Bowen Drive to a point for the southwesterly corner of the herein described easement;
- THENCE: N 19°43'39" W, a distance of 282.16 feet to an angle point;
- THENCE: N 04°43'00" W, a distance of 76.11 feet to a point for the northwesterly corner of the herein described easement;
- THENCE: N 85°17'06" E, a distance of 16.00 feet to an angle point;
- THENCE: S 04°43'00" E, a distance of 74.00 feet to an angle point;
- THENCE: S 19°43'39" E, a distance of 280.06 feet to the POINT OF BEGINNING and containing 0.13 acre or (5,699 square feet) of land, more or less.
- NOTE: The 25 foot wide temporary construction easement lies northeast of, is adjacent and parallel to the 16 foot wide sanitary sewer easement. The said 25 foot wide temporary construction easement shall terminate upon completion of the sanitary sewer construction and the acceptance of the sanitary sewer line by the City of San Antonio.

FIELD NOTES  
FOR

A 16 foot wide sanitary sewer easement and an adjacent 25 foot wide temporary construction easement out of the Domingo Perz Survey No. 190, Abstract No. 578, County Block 4447, the Peter Odit Survey No. 264, Abstract No. 561, County Block 4472, Bexar County Texas, and out of a portion of Guilbeau Road which was closed and abandoned by the Commissioner's Court of Bexar County, Texas on March 14, 1984, the said 16 foot wide sanitary sewer easement being a 0.25 acre tract of land and being more particularly described by metes and bounds as follows:

COMMENCING: At a point for the most northeasterly corner of an existing 90 foot wide drainage right-of-way as recorded in New Territories, Unit-1A, in Volume 8600, Page 77, of the Deed and Plat Records of Bexar County, Texas and proceeding along the following courses;

S 85°17'06" W, a distance of 48.20 feet to a point for the southeasterly corner and Point of Beginning of the herein described easement;

THENCE: S 85°17'06" W, a distance of 16.00 feet to a point for the southwesterly corner of the herein described easement;

THENCE: N 04°42'54" W, a distance of 682.31 feet to a point for the northwesterly corner of the herein described easement;

THENCE: S 52°45'15" E, a distance of 21.53 feet to a point for the northeasterly corner of the herein described easement;

THENCE: S 04°42'54" E, a distance of 667.93 feet to the POINT OF BEGINNING and containing 0.25 acre or (10,802 square feet) of land, more or less.

NOTE: The 25 foot wide temporary construction easement lies to the east of, is adjacent and parallel to the 16 foot wide sanitary sewer easement. The said 25 foot wide temporary construction easement shall terminate upon completion of the sanitary sewer construction and the acceptance of the sanitary sewer line by the City of San Antonio.

/le

TO: City Attorney

DATE: February 6, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th

Parcel: Misc. Easements & Dedications

Project: Hooker - Westport Sanitary Sewer Outfall

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

Special Instructions: Accepting an Easement - Dedication per copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Frank W. Corry*

EASEMENT - Dedication

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

That BEXAR COUNTY, a political subdivision of the State of Texas, pursuant to Order of the Commissioners' Court dated the 11th day of December, 1985, hereinafter called the Grantor, dedicates to the City of San Antonio, Bexar County, Texas, an easement and right of way nineteen (19) feet in width for sewer line(s) with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to wit:

0.190 of an acre (8,267 square feet) of land described on EXHIBIT attached hereto and made a part hereof.

together with the right of ingress and egress over said right of way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said line(s) and appurtenances; the right to relocate said line(s) within said right of way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder; and the right of exercising all other rights hereby granted, and grantor expressly covenants and agrees for itself, its successors and assigns, that no building of any kind will be placed on said easement right of way herein granted,

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 shall be abandoned.

And it does hereby bind itself, its 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 19th day of December, 1985.

BEXAR COUNTY, TEXAS

By: Tom Vickers  
Tom Vickers, County Judge

APPEARED AS TO FORM  
George B. Hernandez  
Assistant District Attorney

ATTEST:

Robert D. Green, County Clerk

By: \_\_\_\_\_

STATE OF TEXAS     I  
                              I  
COUNTY OF BEXAR

BEFORE ME, the undersigned authority, on this day personally appeared TOM VICKERS, County Judge of BEXAR COUNTY, TEXAS, a political subdivision of the State of Texas, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said BEXAR COUNTY, TEXAS, and that he executed the same as the act of such political subdivision for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 19th day of December, 1985.



CHARLES O. TOLLE  
Notary Public State of Texas  
Commission Expires 11-16-89

Charles O. Tolle  
Notary Public, State of Texas

Hooker-Westport  
19' Sanitary Outfall Sewer Easement

## PROPERTY DESCRIPTION

FOR

0.190 acres (8,267 square feet) of land out of the Sterling N. Dobie Survey No. 79, Abstract 841, N.C.B. 16325 and out of a 20 acre tract described in Deed recorded in Volume 637, Page 188 and a 0.71 acre tract described in Volume 654, Page 438, Deed Records, Bexar County, Texas, said 0.190 acres of land being more particularly described as follows to wit:

- Beginning: at a point in the northwest right-of-way line of West Avenue (86' right-of-way) said point also being the most easterly corner of Westport Business Center Subdivision according to plat thereof recorded in Volume 9505, Page 49 of the Plat Records of Bexar County, Texas;
- Thence: N 48° 21' 23" W, 16.00 feet along the northeast line of said Westport Business Center Subdivision to a point for the most westerly corner of the herein described tract;
- Thence: N 40° 59' 41" E, 428.77 feet with a line 19.00 feet west of and parallel to the northwest right-of-way line of West Avenue (83' right-of-way) to a point on the south line of a 50 foot Sanitary Sewer Easement described by deed recorded in Volume 7429, Page 731 of the Deed Records of Bexar County, Texas, said point being the most northerly corner of the herein described tract;
- Thence: S 82° 11' 01" E, 22.70 feet along said south line of 50 foot Sanitary Sewer Easement line to a point in the northwest right-of-way line of West Avenue for the most easterly corner of the herein described tract;
- Thence: S 40° 59' 41" W, 441.41 feet along the northwest right-of-way line of West Avenue to the most southerly corner of the herein described tract;
- Thence: N 48° 21' 23" W, 3.00 feet to the POINT OF BEGINNING, containing 0.190 acres (8,267 square feet) of land, more or less.

Job No. 0789-51-16/#68

RVH/pn

November 25, 1985

A plat showing the herein described tract of land is on file in the Office of the Bexar County Director of Public Works under File No. C-505.

EXHIBIT

/le

TO: City Attorney

DATE: February 7, 1986

FROM: REAL ESTATE DIVISION

SUBJECT: Ordinance to be placed on agenda of February 20th  
Parcel: Misc. Easements & Dedications  
Project: Rolling Oaks Mall Drainage

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

Special Instructions: Accepting an Easement Agreement per copy attached.

cc: To Finance (When funds involved).

REAL ESTATE DIVISION

BY: *Loel W. Curry*

STATE OF TEXAS        )  
                          ) SS:  
COUNTY OF BEXAR     )

EASEMENT AGREEMENT

(Storm Drainage)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, NACO SIMON CORP., a Texas corporation, having an office at 115 West Washington Street, Indianapolis, Indiana 46204 (hereinafter called "Grantor"), for and in consideration of the sum of One and no/100ths Dollars (\$1.00) in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, its successors and assigns (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold and conveyed and by these presents does grant, sell and convey unto Grantee, as a part of its stormwater drainage system, an easement over, upon, under and across the real estate located in Bexar County, Texas, described in Exhibit "A" annexed hereto and hereby made a part hereof (said real estate hereinafter being referred to as the "easement area") for the purposes of laying, installing, constructing, maintaining, operating, inspecting, altering, replacing and removing subsurface stormwater drainage distribution and service lines and pipes, which easement area is more particularly shown on Exhibit "B" annexed hereto and hereby made a part hereof.

It is understood and agreed that this is a subsurface easement solely for the purpose of permitting the Grantee to lay, install, construct, maintain, operate, inspect, alter replace and remove said stormwater drainage distribution and service lines, pipes and facilities beneath the surface of the easement area. Grantee shall have the right to excavate and perform necessary

work upon the surface of the easement area as and when required to install, repair, maintain, replace, remove and relocate such stormwater drainage distribution and service lines, pipes and facilities. Grantee shall not erect, install or maintain any structures or improvements on the surface of the easement area; however, Grantee may install, operate and maintain curbs, gutters, inlets, fixtures and equipment such as transformers, meters and manholes on the surface of the easement area to the extent necessary in connection with the said stormwater drainage distribution and service lines, pipes and facilities, provided that any such surface curbs, gutters, inlets, fixtures and equipment shall be installed and maintained on the easement area in such a manner and at such locations as not to unreasonably interfere with the use and enjoyment of the surface of the easement area by Grantor and its successors, assigns, tenants and invitees.

Grantee shall have the right of ingress and egress over, upon and across any driveways and roadways located on the surface of the land owned by Grantor upon and within the boundaries of which the easement area is located, for purposes of access to the easement area. Grantee also shall have the right from time to time to cut all trees, undergrowth and other obstructions within or immediately surrounding the easement area which may injure, endanger or interfere with Grantee's use and enjoyment of this easement, all of which work shall be done at Grantee's sole cost and expense.

Grantor shall not, without the prior written consent of Grantee, erect or maintain any permanent structures or improvements upon the surface of the easement area or perform any act which would substantially impair or interfere with Grantee's use and enjoyment of the easement herein granted; provided, however, notwithstanding anything to the contrary herein contained,

Grantor expressly reserves the right to pave the surface of the easement area with porous asphaltic or other suitable porous hard surface paving material, and to use the same for driveways, roadways and sidewalks, and for other purposes which will not interfere with Grantee's full use and enjoyment of the easement rights hereby granted.

If the surface of the easement area is disturbed by Grantee at any time and from time to time by the installation, repair, maintenance, removal, replacement or other work in connection with said stormwater drainage distribution and service lines, pipes and facilities, Grantee, at its sole cost and expense, shall repair and restore the surface of the easement area to all applicable City of San Antonio standards and specifications without any variance or deviation therefrom, as the same exist from time to time, including, without limitation, any and all necessary repairs and replacement of pavement which may be removed and excavated by Grantee in the course of doing any such work within the easement area.

The Grantee shall, at the request of the Grantor, at any time, remove and relocate its stormwater drainage distribution and service lines and pipes and other facilities from the easement area and release and quitclaim this easement to the Grantor, provided that the Grantor furnishes the Grantee an equivalent easement subject to the approval of Grantee, which approval shall not be unreasonably withheld, delayed or denied, and which will permit the continuation of utility service to Grantor, if necessary, and to customers other than Grantor whose service may be dependent upon the easement granted herein, on the same terms as herein at another suitable location on Grantor's said land. It is understood that such removal, if necessary, and relocation of the stormwater drainage distribution and service lines, pipes and

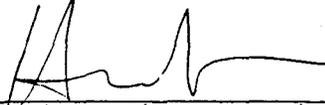
facilities, including reasonable costs for designing such alternate facilities, shall be at the sole cost and expense of the Grantor and without any cost or expense to Grantee.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted shall be used by Grantee for the express purposes and upon the terms and conditions specified, with ingress to and egress from the easement area, for the purposes of constructing, installing, repairing, maintaining, replacing and removing the facilities of Grantee herein described, but subject to all liens, encumbrances, restrictions and prior easements of record. Provided, however, notwithstanding anything to the contrary herein contained, the rights and easements herein granted shall be released and vacated by Grantee upon cessation by Grantor of the use of their lands surrounding and adjoining the easement area as a shopping center, unless Grantee reasonably requires the continued use and maintenance of this easement as part of its distribution system for continuation of utility service to customers, other than Grantor, whose service may be dependent upon the easement granted herein.

It is agreed that this grant covers all the agreements between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this 14th day of January, 1986.

NACO SIMON CORP.,  
a Texas corporation

By:   
Herbert Simon, President

STATE OF INDIANA    )  
                          ) SS:  
COUNTY OF MARION    )

This instrument was acknowledged before me on the 14<sup>th</sup>  
day of January, 1986 by HERBERT SIMON, President  
of NACO SIMON CORP., a Texas corporation.

Patricia M. Carney  
Notary Public

My Commission expires:  
PATRICIA M. CARNEY, Notary Public  
Co. of Residence: Marion  
My Commission Expires: December 4, 1988

My County of residence:

Marion

**VICKREY & ASSOCIATES, Inc.**  
CONSULTING ENGINEERS & SURVEYORS

Rolling Oaks Mall  
20/25 Foot Storm  
Drainage Easement

PROPERTY DESCRIPTION

FOR

Being out of the Pedro Sanchez Original Survey No. 411, Abstract 677, County Block 5018, Francis G. Keller Original Survey No. 198, Abstract 394, County Block 5020, and the J. M. Sierra Original Survey No. 199, Abstract 674, County Block 5021, NCB 16584, San Antonio, Bexar County, Texas, the centerline of said easement more particularly described as follows, to wit:

Commencing: at an iron pin found in the northeast right-of-way line of FM Highway 1604 being the northwesterly end of a cutback for the northeasterly right-of-way line of FM 1604 in the northwesterly right-of-way line of Nacogdoches Road (Highway 2252) with assumed coordinates of N 1929.071/E 4379.873;

Thence: along the the northeast right-of-way line of FM Highway 1604 N 28° 57' 23" W, 16.28 feet to the POINT OF BEGINNING of a 20 foot wide easement being ten feet either side, the outer line at all times parallel to the centerline;

Thence: S 88° 57' 23" E, 111.80 feet to a point;

Thence: N 61° 44' 00" E, 1304.55 feet to a point;

Thence: N 28° 16' 00" W, 2.5 feet to a point ending a 20 Foot Storm Drainage easement and beginning a 25 Foot Storm Drainage easement being twelve and a half feet either side, the outer line at all times parallel to the centerline;

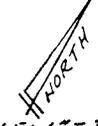
Thence: N 61° 43' 58" E, 557.41 feet to the termination of this easement.

Job No. 0647-10-14/#62  
PD/vij  
June 3, 1985  
REVISED: October 28, 1985  
REVISED: November 23, 1985  
REVISED: January 13, 1986  
REVISED: January 20, 1986



UNPLATTED  
(OWNED BY OTHERS)

SCALE: 1" = 300'



LOOP 1604

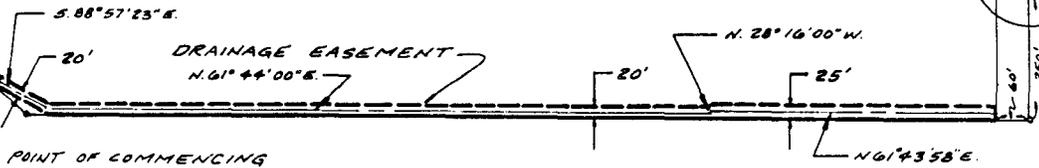
(VARIABLE WIDTH R.O.W.)

POINT OF BEGINNING

112.436 ACRES  
(4,897,726 SQ. FT.)

UNPLATTED  
(OWNED BY OTHERS)

CITY OF SAN ANTONIO CITY LIMITS LINE



POINT OF COMMENCING

NACOGDOCHES ROAD  
(100' R.O.W.)

DRAINAGE EASEMENT  
FOR  
84"  $\phi$  PIPE

PREPARED BY:

 **VICKREY & ASSOCIATES, Inc.**  
 CONSULTING ENGINEERS & SURVEYORS  
 7334 Blanco Road Suite 109 San Antonio, Texas 78216  
 DATE: 1-10-86      Job No. 0647-10-14  
 REVISED: 1-15-86

EXHIBIT B

# CITY OF SAN ANTONIO

# CONSENT AGENDA

Interdepartment Correspondence Sheet

23-09-01

AGENDA ITEM NO. 27

TO: City Council

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

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

SUBJECT: Ordinance Authorizing Procurement of Rights of Way and Expenditure of the Sum of \$6,300.00 Out of Various Funds.

Date February 6, 1986

## Summary and Recommendation

SECTION 1 of the Ordinance accepts an Easement and pays a fee for processing of a Partial Release of Lien in connection with the Wheatley Drainage Project No. 200. One (1) parcel remains to be acquired on this thirty two (32) parcel project. The sum of \$1,100.00 is to be expended out of 1980 Bond Funds.

SECTION 2 accepts an Easement in connection with Project #69 Riprap, Phase I. This is the second parcel to be acquired on this fourteen (14) parcel project. The sum of \$2,050.00 is to be expended out of General Obligation Bonds.

SECTION 3 accepts a Warranty Deed in the name of the State of Texas in connection with the Northwest Expressway (S.H. 151). Nine (9) parcels have been acquired out of the twenty nine (29) parcels to be obtained by the City. The sum of \$500.00 is to be expended out of Other Capital Projects.

SECTION 4 accepts a Warranty Deed in connection with the Keller, Rehman, Stark & Stribling Street Project. Five (5) parcels have been acquired on this thirty one (31) parcel project. The sum of \$1,150.00 is to be expended out of CDBG Funds.

SECTION 5 accepts an Easement (Permanent & Temporary) in connection with the Oakland Estates Outfall Project, Phase II "D", Unsewered Area No. 66. This is the first parcel to be acquired on this twenty two (22) parcel project. The sum of \$500.00 is to be expended out of Sewer Funds.

SECTION 6 accepts an Easement in connection with the St. Mary's Street Relief Line Project. This is the first parcel to be acquired on this five (5) parcel project. The sum of \$1,000.00 is to be expended out of Sewer Funds.

SECTION 7 accepts an Easement Agreement in connection with the Guilbeau Park Outfall Off-Site Sanitary Sewer Project. This is the first of seven (7) parcels to be obtained for this project. No funds are to be expended for this easement.

SECTION 8 accepts an Easement - Dedication in connection with the Hooker - Westport Sanitary Sewer Project. This is the only easement to be obtained for this project, which is located along West Avenue near W. Nakoma. No funds are to be expended for this easement.

SECTION 9 accepts an Easement (Dedication) for storm drainage from the Naco Simon Corp. This is the only parcel to be obtained for this project, which is located at Loop 1604 and Nacogdoches Road. No funds are to be expended for this easement. - Rolling Oaks Mall Project.

Financial Impact

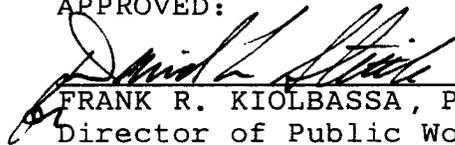
The total amount of funds to be expended under this ordinance is \$6,300.00. These funds are available from approved budgeted items from the following funding sources:

General Obligation Bonds	\$3,150.00
Other Capital Projects	500.00
CDBG Funds	1,150.00
Sewer Funds	1,500.00

JACK W. CURINGTON  
Real Estate Manager  
Real Estate Division

JWC/le  
Attach.

APPROVED:

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

Recommendation Approved:

  
LOUIS J. FOX  
City Manager

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

Date: February 6, 1986	Department: Public Works	Contact Person/Phone # Jack W. Curington - 8030
Date Council Consideration Requested: February 20, 1986	Deadline for Action:	Dept. Head Signature: <i>David L. Steinhilber</i>

**SUMMARY OF ORDINANCE**

SECTION 1 of the Ordinance accepts an Easement and pays a fee of \$50.00 for processing of a Partial Release of Lien in connection with the Wheatley Drainage Project No. 200. One (1) parcel remains to be acquired on this thirty two (32) parcel project.

SECTION 2 accepts an Easement in connection with Project #69 Riprap, Phase I. This is the second parcel to be acquired on this fourteen (14) parcel project. The sum of \$2,050.00 is to be expended out of General Obligation Bond Funds.

SECTION 3 accepts a Warranty Deed in the name of the State of Texas in connection with the Northwest Expressway (S.H. 151). Nine (9) parcels have been acquired out of the twenty nine (29) parcels to be obtained by the City of San Antonio. The sum of \$500.00 is to be expended out of Other Capital Projects.

SEE ATTACHMENT #1

Council Memorandum Must Be Attached To Original

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

Contract signed by other party  
 Yes  No

FISCAL DATA (If Applicable)	Budgetary Implications
SEE ATTACHMENT #2	Funds/Staffing Budgeted Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Fund No. _____ Amt. Expended _____	Positions Currently Authorized
Activity No. _____ SID No. _____	Impact on future O & M <u>SEE ATTACHMENT #3</u>
Index Code _____ Project No. _____	If positions added, specify class and no.
Object Code _____	_____
Comments:	_____
	_____
	_____

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

ATTACHMENT TO REQUEST FOR ORDINANCE/RESOLUTION - NO. 1

SECTION 4 accepts a Warranty Deed in connection with the Keller, Rehman, Stark & Stribling Street Project. Five (5) parcels have been acquired on this thirty one (31) parcel project. The sum of \$1,150.00 is to be expended out of CDBG Funds.

SECTION 5 accepts an Easement (Permanent & Temporary) in connection with the Oakland Estates Outfall Project, Phase II "D", Unsewered Area No. 66. This is the first parcel to be acquired on this twenty two (22) parcel project. The sum of \$500.00 is to be expended out of Sewer Funds.

SECTION 6 accepts an Easement in connection with the St. Mary's Street Relief Line Project. This is the first parcel to be acquired on this five (5) parcel project. The sum of \$1,000.00 is to be expended out of Sewer Funds.

SECTION 7 accepts an Easement Agreement in connection with the Guilbeau Park Outfall Off-Site Sanitary Sewer Project. This is the first of seven (7) parcels to be obtained for this project. No funds are to be expended for this easement.

SECTION 8 accepts an Easement - Dedication in connection with the Hooker - Westport Sanitary Sewer Project. This is the only easement to be obtained for this project, which is located along West Avenue, near W. Nakoma. No funds are to be expended for this easement.

SECTION 9 accepts an Easement (Dedication) for storm drainage from the Naco Simon Corp. This is the only parcel to be obtained for this project, which is located at Loop 1604 and Nacogdoches Road. No funds are to be expended for this easement. This is in connection with the Rolling Oaks Mall Project.

ATTACHMENT TO REQUEST FOR ORDINANCE/RESOLUTION - NO. 2

FISCAL DATA

SECTION 1 - WHEATLEY DRAINAGE PROJECT #200

1980 Bond Fund #45-306, Project #306103  
Index Code #552927 (Easement)  
Index Code #552935 (Title fees)  
SID #78230006  
Object Code #05-378  
Amount to be expended - \$1,100.00

SECTION 2 - PROJECT #69 RIPRAP, PHASE I

General Obligation Bonds, Fund #45-306, Project #306202  
Index Code #476499  
SID #83230203  
Object Code #05-378  
Amount to be expended - \$2,050.00

SECTION 3 - NORTHWEST EXPRESSWAY (S.H.151)

Other Capital Project - Fund #40-007, Project #007001  
Index Code #403014  
SID #8430323  
Object Code #05-361  
Amount to be expended - \$500.00

SECTION 4 - KELLER, REHMAN, STARK & STRIBLING STREET PROJECT

CDBG Fund #28-009, Project #009067  
Index Code #389684  
SID #83230310  
Object Code #05-361  
Amount to be expended - \$1,150.00

SECTION 5 - OAKLAND ESTATES OUTFALL PROJECT, PHASE II "D", UNSEWERED AREA #66

Sewer Fund #52-009, Project #009086  
Index Code #498782  
SID N/A  
Object Code #05-378  
Amount to be expended - \$500.00

SECTION 6 - ST. MARY'S STREET RELIEF LINE PROJECT

Sewer Fund #52-009, Project #009063  
Index Code #530378  
SID #83230139  
Object Code #05-378  
Amount to be expended - \$1,000.00

SECTIONS 7, 8 & 9 - No funds to be expended

IMPACT ON FUTURE O & M

SECTION 1 - WHEATLEY DRAINAGE PROJECT NO. 200.- After the right of way is acquired the City will construct and maintain this drainage project.

SECTION 2 - PROJECT #69 RIPRAP, PHASE I. - After the right of way is acquired, the City will construct and maintain this drainage project.

SECTION 3 - NORTHWEST EXPRESSWAY (S.H.151). - After the right of way is acquired for this project, the State Department of Highways and Public Transportation will construct and maintain the expressway and frontage roads.

SECTION 4 - KELLER, REHMAN, STARK & STRIBLING STREET PROJECT. - After the right of way is acquired the City will construct and maintain this street and drainage project.

SECTION 5 - OAKLAND ESTATES OUTFALL PROJECT, PHASE II"D", UNSEWERED AREA No. 66. - This sewer project will be constructed and maintained by the City.

SECTION 6 - ST. MARY'S STREET RELIEF LINE PROJECT. - This sewer project will be constructed and maintained by the City.

SECTION 7 - GUILBEAU PARK OUTFALL OFF-SITE SANITARY SEWER PROJECT. - The easements on this project were obtained by the developer. The sewer line was built by the developer and the City will maintain it.

SECTION 8 - HOOKER - WESTPORT SANITARY SEWER - The sewer will be built by the developer and maintained by the City.

SECTION 9 - ROLLING OAKS MALL PROJECT - The storm drainage facility will be constructed by the developer and upon completion accepted by the City for maintenance.

/le  
2/6/86

AN ORDINANCE

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$6,300.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF EASEMENTS TO CERTAIN LANDS; ALL IN CONNECTION WITH CERTAIN RIGHT OF WAY PROJECTS.

\* \* \* \* \*

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

SECTION 1. The sum of \$1,100.00 is hereby appropriated and authorized to be expended out of Fund #45-306, Project #306103, Index Codes #552927 and #552935, in connection with the Wheatley Drainage Project No. 200, payable as follows:

- A. The sum of \$1,050.00 payable to National Title Company as escrow agent for Mary Louise Hill, aka Mary Louise Hill Hinson, et vir, for an Easement being out of Lot 19, Block 20, N.C.B. 10698. - Parcel 10054.
- B. The sum of \$50.00 payable to Banc Plus Savings Association, P. O. Box 47524, San Antonio, TX 78265, for processing of a Partial Release of Lien on above Parcel 10054.

SECTION 2. The sum of \$2,050.00 is hereby appropriated and authorized to be expended out of Fund #45-306, Project #306202, Index Code #476499, in connection with Project #69 Riprap, Phase I, payable as follows:

- A. The sum of \$2,050.00 payable to Alamo Title Company as escrow agent for Guadalupe V. Espinoza, et ux for an Easement being out of the East portion of Lot 10, N.C.B. 9483. - Parcel 10490.

SECTION 3. The sum of \$500.00 is hereby appropriated and authorized to be expended out of Fund #40-007, Project #007001, Index Code #403014, in connection with the Northwest Expressway (S. H. 151), payable as follows:

- A. The sum of \$500.00 payable to Liberty Title Company as escrow agent for Quest Development Inc. for title to 3.75 acres of land out of N.C.B. 15330. - Parcel 29-10619. (Deed will be in the name of the State of Texas).

SECTION 4. The sum of \$1,150.00 is hereby authorized to be expended out of Fund #28-009, Project #009067, Index Code #389684, in connection with the Keller, Rehman, Stark & Stribling Street Project, payable as follows:

- A. The sum of \$1,150.00 payable to Alamo Title Company as escrow agent for Elpidio Chapa, et al for title to a tract of land out of Lot 2, Block 3, N.C.B. 2572. - Parcel 10995.

SECTION 5. The sum of \$500.00 is hereby appropriated and authorized to be expended out of Fund #52-009, Project #009086, Index Code #498782, in connection with the Oakland Estates Outfall Project, Phase II "D", Unsewered Area #66, payable as follows:

- A. The sum of \$500.00 payable to Donald B. Grammer, et ux, for an Easement (Permanent & Temporary) being out of Lot 31, Block 3, N.C.B. 14703. - Parcel E-2543.

SECTION 6. The sum of \$1,000.00 is hereby appropriated and authorized to be expended out of Fund #52-009, Project #009063, Index Code 530378, in connection with the St. Mary's Street Relief Line Project, payable as follows:

- A. The sum of \$1,000.00 payable to Alamo Title Company as escrow agent for Fred A. Turner for an Easement being out of Lot H, N.C.B. A-2. - Parcel E-2677.

SECTION 7. The following dedication in connection with the Guilbeau Park Outfall Off-Site Sanitary Sewer Project is hereby accepted:

- A. An Easement Agreement from Morton Southwest Company covering four (4) permanent and temporary easements being out of New Territories, Units 1A, Unit 2 and Unit 6 and out of the Domingo Perez Survey No. 190, Abstract No. 578, C.B. 4447, The Peter Odit Survey No. 264, Abstract No. 561, C.B. 4472. - Parcel E-2770.

SECTION 8. The following dedication in connection with Hooker - Westport Sanitary Sewer Project is hereby accepted:

- A. An Easement - Dedication from Bexar County being out of the Sterling N. Dobie Survey No. 79, Abstract 841, N.C.B. 16325 and out of a 20 acre tract described in Deed recorded in Vol. 637, Page 188 and a 0.71 acre tract described in Vol. 654, Page 438, Deed Records, Bexar County, Texas. - Misc. Easements & Dedications.

SECTION 9. The following dedication in connection with the Rolling Oaks Mall Drainage Project is hereby accepted:

A. An Easement Agreement from Naco Simon Corp. being out of the Pedro Sanchez Original Survey No. 411, Abstract 677, C.B. 5018, Francis G. Keller Original Survey No. 198, Abstract 394, C.B. 5020, and the J. M. Sierra Original Survey No. 199, Abstract 674, C.B. 5021, N.C.B. 16584. - Misc. Easements & Dedications.

PASSED AND APPROVED this \_\_\_\_\_ day of \_\_\_\_\_, 1986.

M A Y O R

ATTEST:

City Clerk

APPROVED AS TO FORM: \_\_\_\_\_  
City Attorney

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

Re: Parcel No. Misc. Easements & Dedications

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

- Deed
- Easement Agreement (Storm Drainage) - Vol. 3603, Page 26
- Title Guaranty Policy
- Other: \_\_\_\_\_  
Naco Simon Corp.

The above parcel was obtained for Rolling Oaks Mall Drainage project.  
Ordinance No. 62362, Dated: February 20, 1986

R.O.W. & LAND ACQUISITION

By: JACK CURINGTON

Date: June 30, 1986

Filed \_\_\_\_\_ (date) in  
the Office of the City Clerk

\_\_\_\_\_  
City Clerk

15100  
**1092874**

STATE OF TEXAS            )  
                                  ) SS:  
COUNTY OF BEXAR        )

EASEMENT AGREEMENT

(Storm Drainage)

KNOW ALL MEN BY THESE PRESENTS that the undersigned, NACO SIMON CORP., a Texas corporation, having an office at 115 West Washington Street, Indianapolis, Indiana 46204 (hereinafter called "Grantor"), for and in consideration of the sum of One and no/100ths Dollars (\$1.00) in hand paid by the CITY OF SAN ANTONIO, a municipal corporation, its successors and assigns (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has granted, sold and conveyed and by these presents does grant, sell and convey unto Grantee, as a part of its stormwater drainage system, an easement over, upon, under and across the real estate located in Bexar County, Texas, described in Exhibit "A" annexed hereto and hereby made a part hereof (said real estate hereinafter being referred to as the "easement area") for the purposes of laying, installing, constructing, maintaining, operating, inspecting, altering, replacing and removing subsurface stormwater drainage distribution and service lines and pipes, which easement area is more particularly shown on Exhibit "B" annexed hereto and hereby made a part hereof.

It is understood and agreed that this is a subsurface easement solely for the purpose of permitting the Grantee to lay, install, construct, maintain, operate, inspect, alter replace and remove said stormwater drainage distribution and service lines, pipes and facilities beneath the surface of the easement area. Grantee shall have the right to excavate and perform necessary

01/21/86

800011

\$15.00 Y. 1

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VOL 3603 PAGE 026

work upon the surface of the easement area as and when required to install, repair, maintain, replace, remove and relocate such stormwater drainage distribution and service lines, pipes and facilities. Grantee shall not erect, install or maintain any structures or improvements on the surface of the easement area; however, Grantee may install, operate and maintain curbs, gutters, inlets, fixtures and equipment such as transformers, meters and manholes on the surface of the easement area to the extent necessary in connection with the said stormwater drainage distribution and service lines, pipes and facilities, provided that any such surface curbs, gutters, inlets, fixtures and equipment shall be installed and maintained on the easement area in such a manner and at such locations as not to unreasonably interfere with the use and enjoyment of the surface of the easement area by Grantor and its successors, assigns, tenants and invitees.

Grantee shall have the right of ingress and egress over, upon and across any driveways and roadways located on the surface of the land owned by Grantor upon and within the boundaries of which the easement area is located, for purposes of access to the easement area. Grantee also shall have the right from time to time to cut all trees, undergrowth and other obstructions within or immediately surrounding the easement area which may injure, endanger or interfere with Grantee's use and enjoyment of this easement, all of which work shall be done at Grantee's sole cost and expense.

Grantor shall not, without the prior written consent of Grantee, erect or maintain any permanent structures or improvements upon the surface of the easement area or perform any act which would substantially impair or interfere with Grantee's use and enjoyment of the easement herein granted; provided, however, notwithstanding anything to the contrary herein contained,

Grantor expressly reserves the right to pave the surface of the easement area with porous asphaltic or other suitable porous hard surface paving material, and to use the same for driveways, roadways and sidewalks, and for other purposes which will not interfere with Grantee's full use and enjoyment of the easement rights hereby granted.

If the surface of the easement area is disturbed by Grantee at any time and from time to time by the installation, repair, maintenance, removal, replacement or other work in connection with said stormwater drainage distribution and service lines, pipes and facilities, Grantee, at its sole cost and expense, shall repair and restore the surface of the easement area to all applicable City of San Antonio standards and specifications without any variance or deviation therefrom, as the same exist from time to time, including, without limitation, any and all necessary repairs and replacement of pavement which may be removed and excavated by Grantee in the course of doing any such work within the easement area.

The Grantee shall, at the request of the Grantor, at any time, remove and relocate its stormwater drainage distribution and service lines and pipes and other facilities from the easement area and release and quitclaim this easement to the Grantor, provided that the Grantor furnishes the Grantee an equivalent easement subject to the approval of Grantee, which approval shall not be unreasonably withheld, delayed or denied, and which will permit the continuation of utility service to Grantor, if necessary, and to customers other than Grantor whose service may be dependent upon the easement granted herein, on the same terms as herein at another suitable location on Grantor's said land. It is understood that such removal, if necessary, and relocation of the stormwater drainage distribution and service lines, pipes and

VOL 3603 PAGE 028

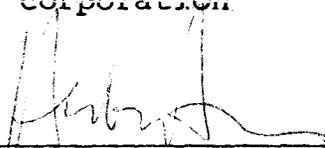
facilities, including reasonable costs for designing such alternate facilities, shall be at the sole cost and expense of the Grantor and without any cost or expense to Grantee.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns, so long as the rights and easements herein granted shall be used by Grantee for the express purposes and upon the terms and conditions specified, with ingress to and egress from the easement area, for the purposes of constructing, installing, repairing, maintaining, replacing and removing the facilities of Grantee herein described, but subject to all liens, encumbrances, restrictions and prior easements of record. Provided, however, notwithstanding anything to the contrary herein contained, the rights and easements herein granted shall be released and vacated by Grantee upon cessation by Grantor of the use of their lands surrounding and adjoining the easement area as a shopping center, unless Grantee reasonably requires the continued use and maintenance of this easement as part of its distribution system for continuation of utility service to customers, other than Grantor, whose service may be dependent upon the easement granted herein.

It is agreed that this grant covers all the agreements between the parties and that no representations or statements, verbal or written, have been made modifying, adding to, or changing the terms of this agreement.

IN TESTIMONY WHEREOF, the Grantor herein has executed this conveyance this 14 day of January, 1986

NACO SIMON CORP.,  
a Texas corporation

By:   
Herbert Simon, President

VOL 3603 PAGE 029



TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 10490

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

Deed VOL. 3651 PAGE 0384

Easement

Title Guaranty Policy

Other: \_\_\_\_\_

GUADALUPE V. ESPINOZA & TERRY R. ESPINOZA

The above parcel was obtained for #69 RIPRAP, PHASE I.

Ordinance No.: 62362, Date: 2/20/86

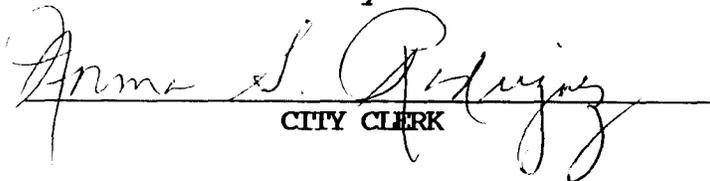
REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: JAN. 12, 1993

FILED \_\_\_\_\_ (date) in

The Office of the City Clerk

  
CITY CLERK

1126148

/na 12/16/85

Parcel: 10490

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

Project: #69 Riprap, Phase I

CITY HALL - SAN ANTONIO, TEXAS 78285

E A S E M E N T

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That, GUADALUPE V. ESPINOZA and wife, TERRY R. ESPINOZA, hereinafter referred to as "Grantors", for and in consideration of TWO THOUSAND FIFTY AND NO/100 (\$2,050.00) DOLLARS to Grantors in hand paid by the City of San Antonio, a municipal corporation, hereinafter referred to as "Grantee", whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, the receipt and sufficiency of which is hereby acknowledged and confessed, have GRANTED, SOLD and CONVEYED, and by these presents do hereby GRANT, SELL and CONVEY unto the said Grantee, an easement and right of way for storm drainage, over, across, under and upon the following described land located in Bexar County, Texas, said land being more particularly described as follows, to-wit:

A permanent drainage easement, out of the East portion of Lot 10, New City Block 9483, HARLANDALE ACRE TRACTS #1, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 642, Page 114, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest R.O.W. intersection of Clint Lane and Harding Boulevard. Thence S. 89° 46' 12" W., 103.00 feet along the north R.O.W. line of Harding Boulevard. Thence N. 00° 13' 48" W., 179.60 feet to the point of beginning;

03/26/86

708 170446 \$7.00 Y 1 230

THENCE: N. 41° 04' 46" W., 97.78 feet to a point;

THENCE: S. 69° 41' 17" E., 68.30 feet to a point;

THENCE: S. 00° 13' 48" E., 50.00 feet to the point of beginning and containing 1,598.93 square feet of land,

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land all trees and parts thereof, or other obstructions, which endanger or may interfere

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with the exercise of the rights herein 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.

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

EXECUTED this 20<sup>TH</sup> day of DECEMBER, A. D., 1985.

Guadalupe V. Espinoza  
GUADALUPE V. ESPINOZA

Terry R. Espinoza  
TERRY R. ESPINOZA

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

Gertrude J. Russell Sublett  
GERTRUDE J. RUSSELL SUBLETT

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this 20<sup>TH</sup> day of DEC, 1985, by GUADALUPE V. ESPINOZA and wife, TERRY R. ESPINOZA.

Edna J. [Signature]  
Notary Public in and for the State of TEXAS

MY COMMISSION EXPIRES: 10-6-88

VOL 365 | PAGE 385

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this 31 day of July 1986, by GERTRUDE J. RUSSELL SUBLETT.

*[Signature]*  
Notary Public in and for the State of  
T E X A S  
MY COMMISSION EXPIRES: 10-10-88

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

MAR 27 1986

*[Signature]*  
COUNTY CLERK, BEXAR COUNTY, TEXAS

1986 MAR 25 PM 1 08

FILED IN THE OFFICE OF  
FORRESTER GREENE  
COUNTY CLERK, BEXAR CO.  
*[Signature]*

VOL 365 | PAGE 386



No 157712

# Alamo Title Insurance of Texas

## OWNER POLICY OF TITLE INSURANCE

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

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

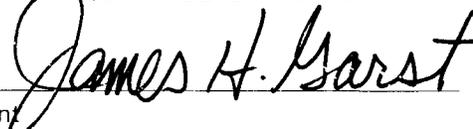
Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrantor's policy and the Insured shall for a period of twenty-five years from the date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss, he, they or it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

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

Attest.

ALAMO TITLE INSURANCE OF TEXAS

  
Secretary

By   
President

(See Conditions and Stipulations following Schedules A and B)

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

SCHEDULE A

File # WI-174947

Owner Policy No. 157712

Date of Policy: March 25, 1986

Name of Insured: CITY OF SAN ANTONIO, A MUNICIPAL CORPORATION

Amount: TWO THOUSAND FIFTY AND NO/100 DOLLARS -- (\$2,050.00)

1. The estate or interests in the land insured by this policy is:  
EASEMENT
2. The land referred to in this policy is described as follows:

A permanent drainage easement, out of the East portion of Lot 10, New City Block 9483, HARLANDALE ACRE TRACTS #1, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 642, Page 114, Bexar County Deed and Plat Records, and being more particularly described in Exhibit "A", attached hereto and made a part hereof.

SCHEDULE B

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

1. The following restrictive covenants of record itemized below:  
None except as recorded in Volume 913, Page 370, Bexar County Deed Records; any reference to race, color, creed or national origin is omitted.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 1985 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership for City of San Antonio, State, County and Harlandale Independent School District.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):



Alamo Title Insurance  
of Texas



REAL ESTATE

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

NONE

5. Rights of parties in possession.

Countersigned at

ALAMO TITLE COMPANY

SAN ANTONIO, TEXAS

*Hermilia Trevino*

Authorized Countersignature

~~Anna Anderson, Vice President~~

nT/or  
4/15/80



Alamo Title Insurance  
of Texas

-2-

File # WI-174947  
POLICY #157712

# EXHIBIT "A"

A permanent drainage easement, out of the East portion of Lot 10, New City Block 9483, HARLANDALE ACRE TRACTS #1, in the City of San Antonio, Bexar County, Texas, according to plat recorded in Volume 642, Page 114, and being more particularly described by metes and bounds as follows:

COMMENCING at the northwest R.O.W. intersection of Clint Lane and Harding Boulevard. Thence S.  $89^{\circ} 46' 12''$  W., 103.00 feet along the north R.O.W. line of Harding Boulevard. Thence N.  $00^{\circ} 13' 48''$  W., 179.60 feet to the point of beginning;

THENCE: N.  $41^{\circ} 04' 46''$  W., 97.78 feet to a point;

THENCE: S.  $69^{\circ} 41' 17''$  E., 68.30 feet to a point;

THENCE: S.  $00^{\circ} 13' 48''$  E., 50.00 feet to the point of beginning and containing 1,598.93 square feet of land,

## CONDITIONS AND STIPULATIONS

### 1. Definitions

The following terms when used in this policy mean:

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

### 2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

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

### 3. Defense and Prosecution of Actions

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

### 4. Payment of Loss

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

### 5. Policy Entire Contract

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

### 6. This policy is not transferable.

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 10995

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

Deed VOL. 3668 PAGE 0210

Easement

Title Guaranty Policy

Other: \_\_\_\_\_

ELPIDIO CHAPA, AVELARDO G. CHAPA, CARLOS CHAPA & DEBRA E. CHAPA

The above parcel was obtained for KELLER, REHMAN, STARK, & STRIBLING STREETS.

Ordinance No.: 62362, Dated: 2/20/86

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: SEPTEMBER 16, 1992

FILED \_\_\_\_\_ (date) in

the office of the City Clerk

*Norma S. Rodriguez*  
CITY CLERK

137218

/na 2/28/86

Parcel: 10995

**RETURN TO:**

Project: Keller, Rehman, Stark & Stribling Streets

REAL ESTATE DIVISION

P.O. BOX 9066

CITY HALL - SAN ANTONIO, TEXAS 78285

**WARRANTY DEED**

\*\*\*\*\*

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

**KNOW ALL MEN BY THESE PRESENTS:**

That we, ELPIDIO CHAPA, AVELARDO G. CHAPA, CARLOS CHAPA and DEBRA E. CHAPA, of the County of Bexar, State of Texas, hereinafter referred to as Grantors, for and in consideration of the sum of ONE THOUSAND ONE HUNDRED FIFTY AND NO/100 (\$1,150.00) DOLLARS to Grantors in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto CITY OF SAN ANTONIO, a municipal corporation, of the County of Bexar, State of Texas, hereinafter referred to as "Grantee", whose mailing address is P. O. Box 9066, San Antonio, Texas 78285, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a 0.013 acre (573.93 sq. ft.) tract of land out of Lot 2, Block 3, New City Block 2572, George Stark Subdivision (an unrecorded plat), San Antonio, Bexar County, Texas. Said 0.013 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin set for the Southwest corner of Lot 2 and the POINT OF BEGINNING of the herein described tract. Said point of beginning also being the Northeast corner of Stark and Rehman Streets;

THENCE North 55° 12' 00" East along the East right-of-way line of Strk Street, 92.00 feet to a 1/2 inch iron pin set for the Northwest corner of the herein described tract;

THENCE South 34° 48' 00" East into Lot 2, 4.00 feet to a 1/2 inch iron pin set for a corner;

THENCE South 55° 12' 00" West and parallel to the East right-of-way line of Stark Street, 60.74 feet to a 1/2 inch iron pin set for the Point of Curvature of a curve to the left. Said curve having a central angle of 104° 17' 34" and a radius of 23.50 feet;

THENCE in a Southerly direction and along the arc of said curve, 42.78 feet to a 1/2 inch iron pin set on the north right-of-way lind of Rehman Street for the Point of Tangency of said curve;

04/14/86 14488 800277 \$7.00 Y 1 159

THENCE North 49° 05' 34" West along the North right-of-way line of Rehman Street, 34.37 feet to the POINT OF BEGINNING and containing 0.013 acres, more or less.

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

VOL 3668 PAGE 0210

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

EXECUTED this 11th day of April, A. D., 1986.

Elpidio Chapa  
ELPIDIO CHAPA

Avelardo G. Chapa  
AVELARDO G. CHAPA

Carlos Chapa  
CARLOS CHAPA

Debra E. Chapa  
DEBRA E. CHAPA

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 11 day of April, 1986, by ELPIDIO CHAPA.

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

MY COMMISSION EXPIRES: April 1989

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this 11 day of April, 1986, by AVELARDO G. CHAPA.

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

MY COMMISSION EXPIRES: April 1989

VOL 3668 PAGE 211

RETURN TO:  
REAL ESTATE DIVISION  
P.O. BOX 9009  
CITY HALL - SAN ANTONIO, TEXAS 78205

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this 14th day of April, 1986, by CARLOS CHAPA.

[Signature]  
Notary Public in and for the State of  
TEXAS

MY COMMISSION EXPIRES: April 13, 1989

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this 14th day of April, 1986, by DEBRA E. CHAPA.

[Signature]  
Notary Public in and for the State of  
TEXAS

MY COMMISSION EXPIRES: April 13, 1989

APR 11 11 35 AM '86  
9861

APR 14 1986  
COUNTY CLERK BEXAR COUNTY TEXAS  
[Signature]  
This instrument was filed in the Public Records of Bexar County, Texas, on the 14th day of April, 1986, at 11:35 AM. The instrument was recorded in the Public Records of Bexar County, Texas, on the 14th day of April, 1986, at 11:35 AM. The instrument was recorded in the Public Records of Bexar County, Texas, on the 14th day of April, 1986, at 11:35 AM.





No 157753

# Alamo Title Insurance of Texas

## OWNER POLICY OF TITLE INSURANCE

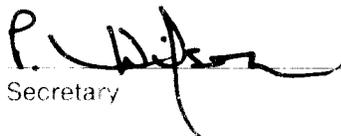
ALAMO TITLE INSURANCE OF TEXAS, a Texas corporation, hereinafter called the Company, for value does hereby guarantee to the Insured (as herein defined) that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred to in this policy

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

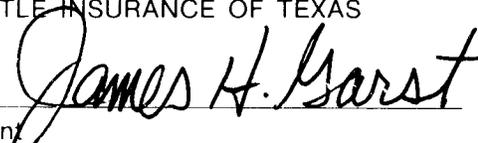
Upon sale of the estate or interest in the land, this policy automatically thereupon shall become a warrantor's policy and the Insured shall for a period of twenty-five years from the date hereof remain fully protected according to the terms hereof, by reason of the payment of any loss, he, they or it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

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

Attest:

  
Secretary

ALAMO TITLE INSURANCE OF TEXAS

By   
President

(See Conditions and Stipulations following Schedules A and B)

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

SCHEDULE A

File # WI-180757

Owner Policy No. 157753

Date of Policy: April 11, 1986

Name of Insured: CITY OF SAN ANTONIO, A MUNICIPAL CORPORATION

Amount: ONE THOUSAND ONE HUNDRED FIFTY AND NO/100 DOLLARS -- (\$1,150.00)

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

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

Being a 0.013 acres (573.93 S.F.) tract of land out of Lot 2, Block 3, New City Block 2572, GEORGE STARK SUBDIVISION, (an unrecorded Plat), San Antonio, Bexar County, Texas. Said 0.013 acres tract being more particularly described in Exhibit "A", attached hereto and made a part hereof.

SCHEDULE B

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

1. The following restrictive covenants of record itemized below:

None of Record.

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

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

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

NOTE

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

5. Rights of parties in possession.

Countersigned at

ALAMO TITLE COMPANY

SAN ANTONIO, TEXAS

*Herminia Juwino*  
Authorized Countersignature

HT/br  
4/13/80



Alamo Title Insurance  
of Texas

EXHIBIT "A"

Being a 0.013 acre (573.93 sq. ft.) tract of land out of Lot 2, Block 3, New City Block 2572, George Stark Subdivision (an unrecorded plat), San Antonio, Bexar County, Texas. Said 0.013 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin set for the Southwest corner of Lot 2 and the POINT OF BEGINNING of the herein described tract. Said point of beginning also being the Northeast corner of Stark and Rehman Streets;

THENCE North  $55^{\circ} 12' 00''$  East along the East right-of-way line of Strk Street, 92.00 feet to a 1/2 inch iron pin set for the Northwest corner of the herein described tract;

THENCE South  $34^{\circ} 48' 00''$  East into Lot 2, 4.00 feet to a 1/2 inch iron pin set for a corner;

THENCE South  $55^{\circ} 12' 00''$  West and parallel to the East right-of-way line of Stark Street, 60.74 feet to a 1/2 inch iron pin set for the Point of Curvature of a curve to the left. Said curve having a central angle of  $104^{\circ} 17' 34''$  and a radius of 23.50 feet;

THENCE in a Southerly direction and along the arc of said curve, 42.78 feet to a 1/2 inch iron pin set on the north right-of-way lind of Rehman Street for the Point of Tangency of said curve;

THENCE North  $49^{\circ} 05' 34''$  West along the North right-of-way line of Rehman Street, 34.37 feet to the POINT OF BEGINNING and containing 0.013 acres, more or less.

## CONDITIONS AND STIPULATIONS

### 1. Definitions

The following terms when used in this policy mean:

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

### 2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

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

### 3. Defense and Prosecution of Actions

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

### 4. Payment of Loss

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

### 5. Policy Entire Contract

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

### 6. This policy is not transferable.