

AN ORDINANCE 2007-01-18-0085

AUTHORIZING PAYMENT IN THE AMOUNT OF \$174,300.00 TO MI TIERRA TITLE COMPANY, AS ESCROW AGENT AS ESCROW AGENT FOR FOUR PARCELS OF LAND (\$172,200.00), TITLE FEES (\$2,100.00); AND AUTHORIZING MOVING EXPENSES IN THE AMOUNT OF \$3,250.00; ALL IN CONNECTION WITH THE MOBILE CITY ESTATES BUYOUTS (LEON CREEK) PHASE II, LOCATED IN DISTRICT 8, FOR A TOTAL SUM OF \$177,550.00; APPROPRIATING FUNDS AND PROVIDING FOR PAYMENT.

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WHEREAS, the Mobile City Estates Buyouts (Leon Creek) Phase II acquires certain properties, on a voluntary basis, that are located in close proximity to the 100 year flood plain areas; and

WHEREAS, the acquisition of these parcels is critical to mitigate any future catastrophic losses to property during heavy rain events in this area; and

WHEREAS, staff has made offers to 45 property owners to acquire properties for Phase II of the Project and 4 property owners have agreed to sell;

WHEREAS, approval of this ordinance is a continuation of City Council policy to complete previously approved 2003 Storm water Revenue Bond Projects; **NOW THEREFORE**;

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

SECTION 1. The total amount of \$174,300.00 to Mi Tierra Title Company as escrow agent for fee simple title to four parcels of land and title fees, and an amount of \$3,250.00 for moving expenses is hereby authorized in connection with the Mobile City Estates Buyouts (Leon Creek) Phase II.

SECTION 2. The following financial adjustments are hereby authorized to effect this Ordinance:

A. The budget in fund 48099000, Project Definition 23-00126, Mobile City Estates Buyouts (Leon Creek), shall be revised by decreasing WBS element 23-00126-04-02 entitled Environmental Costs, GL account 5201040, by the amount of \$177,550.00.

B. The budget in Fund 48099000, Project Definition 23-00126, Mobile City Estates Buyouts (Leon Creek), WBS 23-00126-03-02-04 entitled Acquisition, G/L Account 5209010, is increased by \$172,200.00 and is authorized to be encumbered and made payable to Mi Tierra Title Company as Escrow Agent for property owners four parcels of land.

C. The budget in Fund 48099000, Project Definition 23-00126, Mobile City Estates Buyouts (Leon Creek), WBS 23-00126-03-02-01 entitled Title, G/L Account 5209010, is increased by \$2,100.00 and is authorized to be encumbered and made payable to Mi Tierra Title Company as Escrow Agent for Title Fees.

D. The budget in Fund 48099000, Project Definition 23-00126, Mobile City Estates Buyouts (Leon Creek), WBS 23-00126-03-02-05 entitled Miscellaneous, G/L Account 5407060, is increased by \$3,250.00 and is authorized to be encumbered and made payable to property owners for moving expenses.

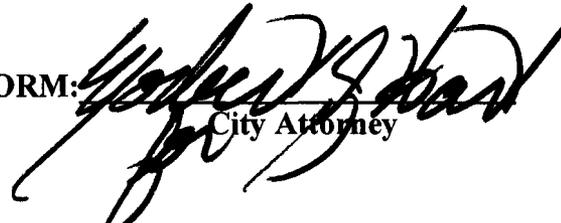
SECTION 3. The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director of Finance may, subject to concurrence by the City Manager, or the City Manager's designee, correct allocation to specific SAP Fund Numbers, SAP Project Definitions, SAP WBS Elements, SAP Internal Orders, SAP Fund Centers, SAP Cost Centers, SAP Functional Areas, SAP Funds Reservation Document Numbers, and SAP GL Accounts as necessary to carry out the purpose of this Ordinance

SECTION 4. This Ordinance shall be effective on January 28, 2007.

PASSED AND APPROVED this the 18th day of January, 2007.

ATTEST: 
CITY CLERK


M A Y O R
PHIL HARDBERGER

APPROVED AS TO FORM: 
City Attorney

Agenda Voting Results

Name: 18.

Date: 01/18/07

Time: 03:33:04 PM

Vote Type: Multiple selection

Description: An Ordinance authorizing payment in the amount of \$174,300.00 to Mi Tierra Title Company, as escrow agent for four parcels of land (\$172,200.00), title fees (\$2,100.00); and authorizing moving expenses in the amount of \$3,250.00; all in connection with the Mobile City Estates Buyouts (Leon Creek) Phase II, located in District 8, for a total sum of \$177,550.00; appropriating funds and providing for payment. [Presented by Thomas Wendorf, Director, Public Works; Jelynn LeBlanc Burley Deputy City Manager]

Voter	Group	Status	Yes	No	Abstain
ROGER O. FLORES	DISTRICT 1		x		
SHEILA D. MCNEIL	DISTRICT 2		x		
ROLAND GUTIERREZ	DISTRICT 3		x		
RICHARD PEREZ	DISTRICT 4		x		
PATTI RADLE	DISTRICT 5		x		
DELICIA HERRERA	DISTRICT 6		x		
ELENA K. GUAJARDO	DISTRICT 7		x		
ART A. HALL	DISTRICT 8		x		
KEVIN A. WOLFF	DISTRICT 9		x		
CHIP HAASS	DISTRICT_10		x		
MAYOR PHIL HARDBERGER	MAYOR		x		

SALES AGREEMENT

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, **BRIAN L. MCKIBBIN and Wife, PATSY J. MCKIBBIN** hereinafter referred to as "**SELLERS**," for and in consideration of the agreed purchase price of **SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$75,000.00)** and upon the terms and conditions hereof, including, but not limited to the execution by **SELLERS** do hereby contract to **GRANT, SELL and CONVEY**, by General Warranty Deed, to the **CITY OF SAN ANTONIO**, hereinafter referred to as "**PURCHASER**," a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to wit:

Lot 21 & 22, Block A, NCB 34760A, MOBILE CITY ESTATES, Bexar County, Texas, according to the Map of Plat thereof recorded in Volume 1, Page 18, Deed and Plat Records, Bexar County, Texas;

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys (the "Property").

The above consideration includes payment for all real property improvements, including without limitation, the landscaping, fencing, structures, irrigation systems, and the garage and/or carport on or within the Property. The **SELLERS** understand no fixtures, materials or improvements to the Property may be removed, and, the **PURCHASER** will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this contract may result in changing the fair market value of the structure.

The **SELLERS** hereby advise the **PURCHASER**, that they are under no obligation to sell the Property, the **SELLERS** acknowledge this is a voluntary sale.

SELLERS hereby agree to furnish **PURCHASER** a good and sufficient general warranty deed conveying marketable title to the Property in fee simple, clear of all liens and encumbrances.

~~MI TIERRA TITLE COMPANY~~
~~FIRST LAND TITLE COMPANY~~ shall act as escrow agent and the **SELLERS**, upon notice by the **PURCHASER**, agree to deliver the general warranty deed duly executed to the escrow officer at its San Antonio office and to surrender possession of the Property to **PURCHASER** no later than 10 days after the date of the delivery of such deed, unless **PURCHASER** has already taken possession pursuant to the provisions hereof.

The agreed purchase price, in the amount of **\$75,000.00**, is payable to **SELLERS** at the time of the delivery of the general warranty deed to the **PURCHASER**. The **SELLERS** acknowledge the price to be paid for the Property is the **\$75,000.00**.

The **PURCHASER**, without expense to the **SELLERS**, shall prepare the deed, and pay all closing costs including recording cost. The **SELLERS** shall pay all taxes on the herein above described Property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of delivery of the deed to the **PURCHASER**.

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

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the **PURCHASER** cannot be cured in a reasonable time, then the **PURCHASER**, in lieu of completing the purchase of said Property, may terminate this offer.

It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the Property, including real estate taxes which are due and payable to the date of settlement.

The **SELLERS** agree to execute now and in the future, any and all documents required by the **PURCHASER**, to complete this transaction and to comply with County, State or Federal regulations. The **SELLERS**, understand, this is a voluntary sale transaction.

The **SELLERS** acknowledge they have had an opportunity to review this contract and they have had an opportunity, if they so choose, to contact an attorney of their choice to review this contract, and the **SELLERS** enter into this contract fully understanding the nature thereof and saves and holds harmless the **PURCHASER** as a result of this contract or anything incident to the sale of the Property.

EXECUTED this 20 day, of September, 2006.


BRIAN L. MCKIBBIN


PATSY J. MCKIBBIN

Witness: 

ACCEPTED:
CITY OF SAN ANTONIO

OWNERS' ADDRESS:
20165 Shady Lane
San Antonio, Texas 78257

BY: _____
STEVEN F. HODGES
Real Estate Manager

ADDRESS OF PARCEL:
20165 Shady Lane
San Antonio, Texas 78257

9/13/2006

Parcel: 18027
Project: SW-Mobile City

SALES AGREEMENT

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STATE OF TEXAS }
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COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, JOHN GLENN BOWLES hereinafter referred to as "SELLER," for and in consideration of the agreed purchase price of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) and upon the terms and conditions hereof, including, but not limited to the execution by SELLERS do hereby contract to GRANT, SELL and CONVEY, by General Warranty Deed, to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER," a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to wit:

Lot 21, Block B, NCB 34760A, MOBILE CITY ESTATES, Situated in Bexar County, Texas, according to the map or plat thereof recorded in Volume 1, Page 18, Deed and Map Records, Bexar County, Texas.

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys (the "Property").

The above consideration includes payment for all real property improvements, including without limitation, the landscaping, fencing, structures, irrigation systems, and the garage and/or carport on or within the Property. The SELLER understands no fixtures, materials or improvements to the Property may be removed, and, the PURCHASER will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this contract may result in changing the fair market value of the structure.

The SELLER hereby advises the PURCHASER, that he/she is under no obligation to sell the Property, the SELLER acknowledges this is a voluntary sale.

SELLER hereby agrees to furnish PURCHASER a good and sufficient general warranty deed conveying marketable title to the Property in fee simple, clear of all liens and encumbrances.

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Mi Tierra Title Company
~~FIRST LAND TITLE COMPANY~~ shall act as escrow agent and the SELLER, upon notice by the PURCHASER, agrees to deliver the general warranty deed duly executed to the escrow officer at its San Antonio office and to surrender possession of the Property to PURCHASER no later than 10 days after the date of the delivery of such deed, unless PURCHASER has already taken possession pursuant to the provisions hereof.

The agreed purchase price, in the amount of \$50,000.00, is payable to SELLER at the time of the delivery of the general warranty deed to the PURCHASER. The SELLER acknowledges the price to be paid for the Property is \$50,000.00.

The PURCHASER, without expense to the SELLER, shall prepare the deed, and pay all closing costs including recording cost. The SELLER shall pay all taxes on the herein above described Property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of delivery of the deed to the PURCHASER.

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

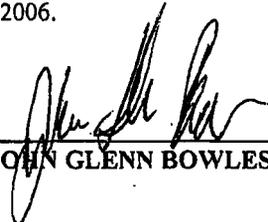
Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said Property, may terminate this offer.

It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the Property, including real estate taxes which are due and payable to the date of settlement.

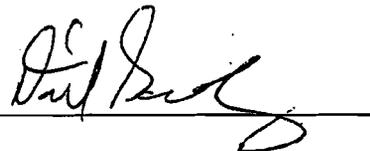
The SELLER agrees to execute now and in the future, any and all documents required by the PURCHASER, to complete this transaction and to comply with County, State or Federal regulations. The SELLER, understands, this is a voluntary sale transaction.

The SELLER acknowledges he/she have had an opportunity to review this contract and he/she has had an opportunity, if he/she so choose, to contact an attorney of his/her choice to review this contract, and the SELLER enters into this contract fully understanding the nature thereof and saves and hold harmless the PURCHASER as a result of this contract or anything incident to the sale of the Property.

EXECUTED this 13 day of September, 2006.



JOHN GLENN BOWLES

Witness: 

ACCEPTED:
CITY OF SAN ANTONIO

OWNERS' ADDRESS:
20170 Shady Lane
San Antonio, Texas 78257

BY: _____
STEVEN F. HODGES
Real Estate Manager

ADDRESS OF PARCEL:
20170 Shady Lane
San Antonio, Texas 78257

SALES AGREEMENT

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STATE OF TEXAS }
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COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, ^{DB}DELORES GALINDO, hereinafter referred to as "SELLER," for and in consideration of the agreed purchase price of THIRTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$37,500.00) and upon the terms and conditions hereof, including, but not limited to the execution by SELLER does hereby contract to GRANT, SELL and CONVEY, by General Warranty Deed, to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER," a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to wit:

Lot 30 and the North One-Half (1/2) of Lot 29, Block A, NCB 34760A, MOBILE CITY ESTATES, situated in Bexar County, Texas, according to plat thereof recorded in Volume 1, Page 18, Deed and Plat Records of Bexar County, Texas;

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys (the "Property").

The above consideration includes payment for all real property improvements, including without limitation, the landscaping, fencing, structures, irrigation systems, and the garage and/or carport on or within the Property. The SELLER understands no fixtures, materials or improvements to the Property may be removed, and, the PURCHASER will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this contract may result in changing the fair market value of the structure.

The SELLER hereby advises the PURCHASER, that he/she is under no obligation to sell the Property, the SELLER acknowledges this is a voluntary sale.

SELLER hereby agrees to furnish PURCHASER a good and sufficient general warranty deed conveying marketable title to the Property in fee simple, clear of all liens and encumbrances.

~~MI TIERRA TITLE COMPANY~~
~~FIRST AMERICAN TITLE INSURANCE COMPANY~~ shall act as escrow agent and the SELLER, upon notice by the PURCHASER, agrees to deliver the general warranty deed duly executed to the escrow officer at its San Antonio office and to surrender possession of the Property to PURCHASER no later than 10 days after the date of the delivery of such deed, unless PURCHASER has already taken possession pursuant to the provisions hereof.

The agreed purchase price, in the amount of \$37,500.00, is payable to SELLER at the time of the delivery of the general warranty deed to the PURCHASER. The SELLER acknowledges the price to be paid for the Property is \$37,500.00.

The PURCHASER, without expense to the SELLER, shall prepare the deed, and pay all closing costs including recording cost. The SELLER shall pay all taxes on the herein above described Property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of delivery of the deed to the PURCHASER.

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

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the **PURCHASER** cannot be cured in a reasonable time, then the **PURCHASER**, in lieu of completing the purchase of said Property, may terminate this offer.

It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the Property, including real estate taxes which are due and payable to the date of settlement.

The **SELLER** agrees to execute now and in the future, any and all documents required by the **PURCHASER**, to complete this transaction and to comply with County, State or Federal regulations. The **SELLER** understands this is a voluntary sale transaction.

The **SELLER** acknowledges, he/she have had an opportunity to review this contract and he/she has had an opportunity if he/she so choose, to contact an attorney of his/her choice to review this contract, and the **SELLER** enters into this contract fully understanding the nature thereof and saves and holds harmless the **PURCHASER** as a result of this contract or anything incident to the sale of the Property.

EXECUTED this 24th day of October, 2006.



DELORES GALINDO
dy

Witness: 

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____

STEVEN F. HODGES
Real Estate Manager

OWNERS' ADDRESS:

235 Stimmel Drive
San Antonio, TX

ADDRESS OF PARCEL:

20345 Shady Lane
San Antonio, Texas 78257

SALES AGREEMENT

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STATE OF TEXAS }
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COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, PAULA L. GRAVES, individually and as Independent Executrix of the estate of LORENE G. WICKERN, deceased hereinafter referred to as "SELLER," for and in consideration of the agreed purchase price of NINE THOUSAND SEVEN HUNDRED AND NO/100 DOLLARS (\$9,700.00) and upon the terms and conditions hereof, including, but not limited to the execution by SELLER does hereby contract to GRANT, SELL and CONVEY, by General Warranty Deed, to the CITY OF SAN ANTONIO, hereinafter referred to as "PURCHASER," a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to wit:

Lot 20, Block B, NCB 34760A, MOBILE CITY ESTATES, situated in Bexar County, Texas, according to the map or plat thereof recorded in Volume 1, Page 18, Deed and Map Records, Bexar County, Texas;

together with all improvements and other things incident or belonging thereto, including all right, title and interest in or to all adjoining streets or alleys (the "Property").

The above consideration includes payment for all real property improvements, including without limitation, the landscaping, fencing, structures, irrigation systems, and the garage and/or carport on or within the Property. The SELLER understands no fixtures, materials or improvements to the Property may be removed, and, the PURCHASER will not permit any materials to be salvaged at this time or at the time of demolition. Any violation of this contract may result in changing the fair market value of the structure.

The SELLER hereby advises the PURCHASER, that he/she is under no obligation to sell the Property, the SELLER acknowledges this is a voluntary sale.

SELLER hereby agrees to furnish PURCHASER a good and sufficient general warranty deed conveying marketable title to the Property in fee simple, clear of all liens and encumbrances.

MI TIERRA TITLE COMPANY shall act as escrow agent and the SELLER, upon notice by the PURCHASER, agrees to deliver the general warranty deed duly executed to the escrow officer at its San Antonio office and to surrender possession of the Property to PURCHASER no later than 10 days after the date of the delivery of such deed, unless PURCHASER has already taken possession pursuant to the provisions hereof.

The agreed purchase price, in the amount of \$9,700.00, is payable to SELLER at the time of the delivery of the general warranty deed to the PURCHASER. The SELLER acknowledges the price to be paid for the Property is \$9,700.00.

The PURCHASER, without expense to the SELLER, shall prepare the deed, and pay all closing costs including recording cost. The SELLER shall pay all taxes on the herein above described Property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of delivery of the deed to the PURCHASER.

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

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the **PURCHASER** cannot be cured in a reasonable time, then the **PURCHASER**, in lieu of completing the purchase of said Property, may terminate this offer.

It is understood by all parties that the proceeds from the sale shall first be applied to all liens on the Property, including real estate taxes which are due and payable to the date of settlement.

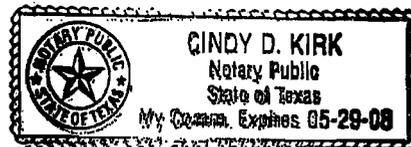
The **SELLER** agrees to execute now and in the future, any and all documents required by the **PURCHASER**, to complete this transaction and to comply with County, State or Federal regulations. The **SELLER**, understands, this is a voluntary sale transaction.

The **SELLER** acknowledges he/she have had an opportunity to review this contract and he/she has had an opportunity, if he/she so choose, to contact an attorney of his/her choice to review this contract, and the **SELLER** enters into this contract fully understanding the nature thereof and saves and holds harmless the **PURCHASER** as a result of this contract or anything incident to the sale of the Property.

EXECUTED this 7th day of November, 2006.

Paula L. Graves
PAULA L. GRAVES, Individually and as
Independent Executrix of The Estate of LORENE G. WICKERN

Witness: Cindy D. Kirk



ACCEPTED:

CITY OF SAN ANTONIO

OWNERS' ADDRESS:
711 Monssen Parkway
Dallas, TX 75224-1313

BY: _____
STEVEN F. HODGES
Real Estate Manager

ADDRESS OF PARCEL:
20150 Shady Lane
San Antonio, Texas 78257

MOBILE CITY ESTATES BUYOUTS - (LEON CREEK) PROJECT

