

AN ORDINANCE **64972**

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$30,810.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF TITLE AND/OR 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 \$12,440.00 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 to Alamo Title Company as escrow agent for Clemente F. Perez for title to part of Lot 3, Block 3, New City Block 2572. - Parcel 10993.

SECTION 2. The sum of \$1,250.00 is hereby appropriated and authorized to be expended out of Fund #45-407, Project #407001, Index Code #453969, in connection with the Mitchell/Wellington/Nogalitos/Margil and Ripford Street Reconstruction Project, payable as follows:

- A. The sum of \$500.00 payable to Adrian Preciado and wife, Maria Del Carmen Preciado, 529 W. Mitchell, San Antonio, Texas 78204, for title to part of Lots 7 and 8, New City Block 6479. - Parcel 11752
- B. The sum of \$750.00 payable to Connie C. Garcia, 538 W. Mitchell, San Antonio, Texas 78204, for title to part of Lots 2 and 3, Block 1, New City Block 6080. - Parcel 11777.

SECTION 3. The sum of \$1,220.00 is hereby appropriated and authorized to be expended out of Fund #45-407, Project #407351, Index Code #451229, in connection with the Groff/Hortencia/Carlota/Florencia/Consuelo/Alicia & Dolores Street Project, payable as follows:

- A. The sum of \$420.00 payable to Raul R. Villegas and wife, Rebecca Bueno Villegas, 247 Globe, San Antonio, Texas 78228, for title to part of Lots 34 and 35, Block 5, New City Block 7447. - Parcel 11931.
- B. The sum of \$800.00 payable to First American Title Company as escrow agent for Pascual S. Villegas and wife, Josefa Ramirez Villegas for title to part of Lots 32 and 33, Block 5, New City Block, 7447. - Parcel 11932.

SECTION 4. The sum of \$12,000.00 is hereby appropriated and authorized to be expended out of Fund #45-507, Project #507503, Index Code #437947, in connection with the Henderson Pass - Thousand Oaks to Brook Hollow Project, payable to First American Title Company as escrow agent for Linda Hanz, et al for title to a tract of land being out of New City Block 4970. - Parcel 12032

SECTION 5. The sum of \$2,400.00 is hereby appropriated and authorized to be expended out of Fund #45-407, Project #407002, Index Code #454637, in connection with the Bitters (Starcrest)/Heimer Road Reconstruction Project, payable as follows:

- A. The sum of \$2,400.00 payable to First American Title Company as escrow agent for David Morin, Trustee, for title to part of Lot 11, Block 2, New City Block 15121. - Parcel 12064.
- B. A Dedication Deed from Commonwealth Mortgage for title to a 0.0228 acre tract of land out of Lot 4, New City Block 12060 is hereby accepted. - Parcel 12063.
- C. A Construction Easement from Commonwealth Corporation being out of Lot 4, New City Block 12060 is hereby accepted. - Parcel 12063

SECTION 6. The sum of \$1,500.00 is hereby authorized to be expended out of Fund #26-013, Project #013113, Index Code #232603, in connection with the East Hafer Avenue Drainage Project, payable to Stewart Title Company as escrow agent for Elias V. Gil and wife, Alice Gil for an Easement (Permanent & Temporary) being out of Lot A-1 out of Juanita B. De Pena 4.75 acre tract in New City Block 24-A and out of John W. Smith Survey No. 28. - Misc. Easements and Dedications.

SECTION 7. The following dedications in connection with the Thousand Oaks - Henderson Pass to Jones Maltsberger Road Project are hereby accepted:

- A. A Dedication Deed from Gill Savings Association for title to a 0.050 acre tract and a 0.237 acre tract out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, New City Block 13837. - Parcel 10853.
- B. An Easement - Dedication from Gill Savings Association, being out of a 10.738 acre tract of land out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, New City Block 13837. - Parcel 10853.

SECTION 8. Copies of the foregoing instruments of conveyance are attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this the 7<sup>th</sup> day of May, 1987.

*Henry Casimiro*  
M A O R

ATTEST: *Thomas S. Rodriguez*  
City Clerk

87-23

APPROVED AS TO FORM: *Tom Guilty*  
City Attorney

AVIATION	
BUDGET & RESEARCH	1
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	1
CONTROLLER	1
TREASURY DIVISION	1
GRANTS	1
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	1
ENGINEERING	1
CENTRAL MAPPING	1
REAL ESTATE (FINCH)	1
TRAFFIC ENGINEERING	
PURCHASING & GENERAL SERVICES	
WASTEWATER MANAGEMENT	1
ZONING ADMINISTRATION	
SPECIAL PROJECTS - CITY MANAGER	
<i>CPS (MRS &amp; RECORDS)</i>	

ITEM NO. 15  
MAY 7 1987

MEETING OF THE CITY COUNCIL DATE: \_\_\_\_\_

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

**64972**

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

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

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

**87-23**

**CONSENT AGENDA**

/1e

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 10993  
Project: Keller, Rehman, Stark & Stribling Street

1. Amount to appropriate (or authorize payment): \$12,440.00
2. Title Company, as escrow agent: Alamo
3. Account or Fund: #28-009067, Index Code #389684

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William S. Jorde

1/24/86/dow  
2/04/86

Parcel: 10993

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

SALES AGREEMENT

STATE OF TEXAS }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That I, CLEMENTE F. PEREZ, as seller, for an in consideration of the agreed purchase price of TWELVE THOUSAND FOUR HUNDRED FORTY AND NO/100 (\$12,440.00) 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 fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a 0.008 acre (358.55 sq. ft.) tract of land out of Lot 3, Block 3, New City Block 2572, George Stark Subdivision (an unrecorded Plat), San Antonio, Bexar County, Texas. Said 0.008 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin found on the west right-of-way line of Stark Street for the Northeast corner of Lot 3 and the POINT OF BEGINNING of the herein described tract. Said POINT OF BEGINNING being South 39° 56' 43" West along the West right-of-way line of Stark Street, 137.63 feet from the Southwest corner of Keller and Stark Streets;

THENCE South 55° 12' 00" West along the west right-of-way line of Stark Street, 56.24 feet to a 1/2 inch iron pin set for the Southeast corner of Lot 3 and of the herein described tract;

THENCE North 47° 42' 00" West along the south line of Lot 3, same being the north line of Lot 4, 4.08 feet to a 1/2 inch iron pin set for a Point on Curve of a curve to the left. Said curve having a central angle of 11° 16' 55" and a radius of 280.43 feet;

THENCE in a Northwesterly direction and along the arc of said curve, 55.22 feet to a 1/2 inch iron pin set on the North line of Lot 3 for the northwest corner of the herein described tract;

THENCE South 47° 42' 00" East along the north line of Lot 3, 10.83 feet to the POINT OF BEGINNING and containing 0.008 acres more or less;

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

Buyer will move and install fence at new right of way line at no expense to seller.

Buyer to relocate gas meters and City Water Board Meter at new right-of-way at no expense to seller.

The consideration includes payment for the following three (3) items which seller agrees to perform:

- (1) Demolish and remove the acquired building and enclose the adjoining bathroom;
- (2) Relocate the electrical meters from demolished building to structure No. 2 on same lot;
- (3) Pay plumber to provide water to remaining structures on same lot.

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:

First American Title Company shall act as escrow agent and the seller 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 \$12,440.00, at the time of the delivery of such deed and at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 10 days of the date of the delivery of such deed, the seller agrees that the buyer may retain such amount as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does 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 seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The buyer without expense to the seller shall prepare the deed.

Owner 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 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 their interest in said property.

EXECUTED this the 11th day of February, A.D., 1986.

Clemente Perez  
CLEMENTE PEREZ

WITNESS:

Vincent Marotta 2-11-86

ACCEPTED:  
CITY OF SAN ANTONIO

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

/le

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 11752  
Project: Mitchell/Wellington/Nogalitos/Margil/Ripford Street  
Reconstruction

1. Amount to appropriate (or authorize payment): \$500.00
2. Title Company, as escrow agent: N/A
3. Account or Fund: #45-407001, Index Code #453969

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William Stauder

/dow 11/25/86

Parcel: 11752

Project: Mitchell/Wellington/  
Nogalitos/Margil/Ripford  
Street Reconstruction

SALES AGREEMENT

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That ADRIAN PRECIADO and wife, MARIA-DEL CARMEN PRECIADO, and EULOGIO PRECIADO, a singleman, hereinafter referred to as "Seller", for and in consideration of the agreed purchase price of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by general warranty deed to the City of San Antonio, hereinafter referred to as "Purchaser", a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A parcel of land out of Lots 7 and 8, New City Block 6479, MITCHELL PLACE, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 642, Page 77, Deed and Plat Records of Bexar County, Texas, being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part thereof;

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

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

The City of San Antonio, through its Contractor, shall relocate existing fence, to revised boundary line. Said fence shall be reinstalled to be as good or better than existing condition.

It is agreed and understood that Seller, his heirs, legal representatives, successors and/or assigns, do hereby consents and agrees to allow the Purchaser and/or its contractors to enter upon and take possession of said parcel of Owner's land immediately upon execution of this instrument to permit the Purchaser's construction of said project.

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

Seller hereby agrees to furnish Purchaser a Release of Lien or Partial Release of Lien, if applicable.

Alamo Title Company shall act as escrow agent and the Seller upon demand by the Purchaser agrees to deliver such deed duly executed to

the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 10 days after the date of the delivery of such deed.

The agreed purchase price in the amount of \$500.00 is payable at the time of the delivery of such deed. It is further agreed, should Seller retain possession after execution of such deed, said Seller does so as a tenant at the will of the Purchaser.

Until title has been conveyed to the Purchaser, loss or damage to the above premises by fire or other casualty shall be at the risk of the Seller and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The purchaser without expense to the Seller shall prepare the deed.

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

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

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the purchaser cannot be cured in a reasonable time, then the 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 my interest in said property.

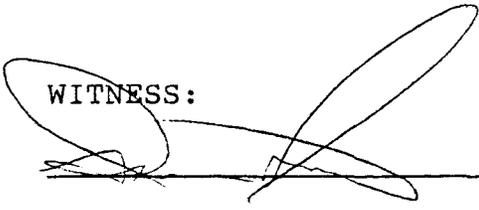
EXECUTED this the 18 day of MARCH, A. D., 1987.

Adrián Preciado  
ADRIAN PRECIADO

Maria del Carmen Preciado  
MARIA-DEL CARMEN PRECIADO

EULOGIO PRECIADO, a singleman

WITNESS:

  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

529 W. Mitchell  
\_\_\_\_\_  
San Antonio, Tx.  
\_\_\_\_\_  
\_\_\_\_\_

ACCEPTED:

CITY OF SAN ANTONIO

BY:

\_\_\_\_\_  
REAL ESTATE SPECIALIST  
CAPITAL PROJECT MANAGEMENT DIVISION

# Somerville-Gonzales & Associates

12103 Jones Maltzberger  
P.O. Box 16631  
San Antonio, Texas 78216  
(512) 496-6066

## EXHIBIT, "A"

Metes and bounds description of 0.006 acres (250.0 sq. ft.) of land out of Lot 7 and Lot 8, N.C.B. 6479, Mitchell Place Subdivision, San Antonio, Bexar County, Texas:

**BEGINNING:** For reference at the point of intersection of the east R.O.W. line of Conner Street and the north R.O.W. line of W. Mitchell Street;

**THENCE:** S 84 deg 31 min 30 sec E, 150.00 feet, along the north R.O.W. line of W. Mitchell Street to the southwest corner and point of beginning of the herein described tract, said corner also being the southwest corner of the above mentioned Lot 7;

**THENCE:** N 05 deg 28 min 30 sec E, 5.00 feet, along the west boundary of the herein described tract and along the west boundary of Lot 7 to the northwest corner of the herein described tract;

**THENCE:** S 84 deg 31 min 30 sec E, 50.00 feet, along the north boundary of the herein described tract and along the proposed north R.O.W. line of W. Mitchell Street to the northwest corner of the herein described tract, said corner being a point on the east boundary of Lot 8;

**THENCE:** S 05 deg 28 min 30 sec W, 5.00 feet, along the east boundary of the herein described tract and along the east boundary of Lot 8 to the southeast corner of the herein described tract, said corner also being the southeast corner of Lot 8, and said corner also being a point on the north R.O.W. line of W. Mitchell Street;

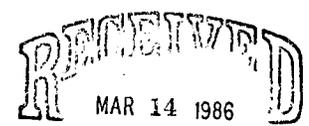
**THENCE:** N 84 deg 31 min 30 sec W, 50.00 feet, along the south boundary of the herein described tract, the south boundary of Lot 8 and Lot 7, and the north R.O.W. line of W. Mitchell Street to the point of beginning and containing 0.006 acres (250.0 sq. ft.) of land more or less.

I hereby certify that the above metes and bounds are true and correct according to an actual survey made on the ground.

Paul A. Wilkinson, R.P.S. No. 4103  
Job No. 86-08-010  
February 17, 1986



Owner of Record: Preciado, Adrian and Eulogio



REAL ESTATE DIVISION

/10

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 11777  
Project: Mitchell/Wellington/Nogalitos/Margil/Ripford  
Street Reconstruction

1. Amount to appropriate (or authorize payment): \$750.00
2. Title Company, as escrow agent: N/A
3. Account or Fund: #45-407001, Index Code #453969

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William S. Tardura

/dow 12/10/86

Project: Mitchell/ Wellington/  
Nogalitos/Margil/ Rip-  
ford Street Reconstruc-  
tion

Parcel: 11777

SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS }  
                  {  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That CONNIE C. GARCIA, a married woman, dealing in sole and separate property, Manuel F. Casanova, a married man, dealing in sole and separate property, and Joe A. Casanova, a married man, dealing in sole and separate property hereinafter referred to as "Seller(s)", for and in consideration of the agreed purchase price of SEVEN HUNDRED AND FIFTY C.E.N. AND NO/100 (\$750.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by general warranty deed to the City of San Antonio, hereinafter referred to as "Purchaser"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Lots 2 and 3, Block 1, New City Block 6080, CONNERS GROVE, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 368, Page 22, 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 above consideration includes payment for trees and/or landscaping within the above described real estate.

The City of San Antonio, through its Contractor, shall relocate existing fence, to revised boundary line. Said fence shall be reinstalled to be as good or better than existing condition.

Seller hereby agrees to furnish Purchaser a Release of Lien or Partial Release of Lien, if applicable.

It is agreed and understood that Sellers, their heirs, legal representatives, successors and/or assigns, do hereby consent and agree to allow the Purchaser and/or its contractors to enter upon and take possession of said parcel of Owner's land immediately upon execution of this instrument to permit the Purchaser's construction of said project.

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

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

The agreed purchase price in the amount of \$750.00 is payable at the time of the delivery of such deed. It is further agreed, should Sellers retain possession after execution of such deed, said Sellers do so as a tenant at the will of the Purchaser.

Until title has been conveyed to the Purchaser, loss or damage to the above premises by fire or other casualty shall be at the risk of the Sellers and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The purchaser without expense to the Sellers shall prepare the deed.

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

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

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

EXECUTED this the 30 day of DECEMBER, A. D., 1986.

*Connie C. Garcia*

CONNIE C. GARCIA, a married woman, dealing in sole and separate property

*Manuel F. Casanova*

MANUEL F. CASANOVA, a married man, dealing in sole and separate property

*Joe A. Casanova*

JOE A. CASANOVA, a married man, dealing in sole and separate property

WITNESS:

JR Dico  
\_\_\_\_\_  
\_\_\_\_\_

ADDRESS:

538 W. MITCHELL  
SAN ANTONIO, TEXAS  
78204

ACCEPTED:

CITY OF SAN ANTONIO

BY:

\_\_\_\_\_  
REAL ESTATE SPECIALIST  
CAPITAL PROJECTS MANAGEMENT DIVISION

Somerville~Gonzales  
& Associates

12103 Jones Maltzberger  
P.O. Box 16631  
San Antonio, Texas 78216  
(512) 496-6066

Metes and bounds description of 0.008 acres (340.0 sq. ft.) of land out of Lot 2 and Lot 3, N.C.B. 6080, Mitchell Place Subdivision, San Antonio, Bexar County, Texas:

BEGINNING: At the northwest corner of the herein described tract, said corner being the northwest corner of the above mentioned Lot 3, said point also being the point of intersection of the east R.O.W. line of Conner Street and the south R.O.W. line of W. Mitchell Street;

THENCE: S 84 deg 31 min 30 sec E, 68.00 feet, along the north boundary of the herein described tract, the north boundary of Lot 3 and Lot 2, and the south R.O.W. line of W. Mitchell Street to the northeast corner of the the herein described tract, said corner also being the northeast corner of Lot 2;

THENCE: S 05 deg 28 min 30 sec W, 5.00 feet, along the east boundary of the herein described tract and the east boundary of Lot 2 to the southeast corner of the herein described tract;

THENCE: N 84 deg 31 min 30 sec W, 68.00 feet, along the south boundary of the herein described tract and along the proposed south R.O.W. line of W. Mitchell Street to a point on the west boundary of Lot 2 and Lot 3, said point also being a point on the east R.O.W. line of Conner Street;

THENCE: N 05 deg 28 min 30 sec E, 5.00 feet, along the west boundary of the herein described tract, the west boundary of Lot 3, and the east R.O.W. line of Conner Street to the point of beginning and containing 0.008 acres (340.0 sq. ft.) of land more or less.

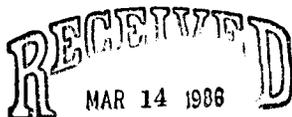
I hereby certify that the above metes and bounds are true and correct according to an actual survey made on the ground.

Paul A. Wilkinson, R.P.S. No. 4103  
Job No. 86-08-010  
February 17, 1986



Owner of Record: Casanova, Joe M.

EXHIBIT "A"



REAL ESTATE DIVISION

/le

TO: City Attorney

DATE: April 23, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of may 7th  
Parcel: 11931  
Project: Groff/Hortencia/Carlota/Florencia/Consuelo/Alicia &  
& Dolores Street

1. Amount to appropriate (or authorize payment): \$420.00
2. Title Company, as escrow agent: N/A
3. Account or Fund: #45-407351, Index Code #451229

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William S. Tardone

/gl 02/06/87

PROJECT: Groff/Hortencia/Carlota/etc.

PARCEL: 11931

SALES AGREEMENT

\* \* \* \* \*

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

THAT, RAUL R. VILLEGAS et.ux. REBECCA BUENO VILLEGAS, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of

*FOUR HUNDRED TWENTY RV*

AND NO/100 (~~\$420.00~~) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A 560.00 square foot, 5.0 foot wide tract of land out of Lots 34 and 35, Block 5, New City Block 7447, San Antonio, Bexar County, Texas. More particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof;

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

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

SPECIAL CONDITIONS: The city of San Antonio, through its Contractor, shall relocate existing fence, if any, to revised boundary line. Said fence shall be relocated at PURCHASER'S expense and shall be left in as good or better than existing condition. *CITY WILL INSTALL TWO FOUR FOOT GATES AT OWNER'S DIRECTION. RV*

SELLERS hereby agree to furnish PURCHASER a Release of Lien or Partial Release of Lien, if applicable.

It is agreed and understood that SELLERS, their heirs, legal representatives, successors and/or assigns, do hereby consent and agree to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owners' land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the SELLER, if any.

First American Title company shall act as escrow agent and the SELLERS upon demand by the PURCHASER agree 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 purchases price in the amount of \$420,000 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

Until title has been conveyed to the PURCHASER, loss or damage to the above premises by fire or other casualty shall be at the risk of the SELLERS and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

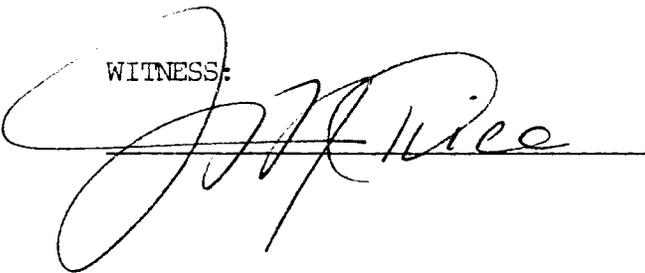
The PURCHASER without expense to the SELLERS shall prepare the deed, including all closing costs thereto.

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

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

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The 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 15 day of APRIL, A.D., 1987.

WITNESS:  


Raul R Villegas  
RAUL R. VILLEGAS

Rebecca Bueno Villegas  
REBECCA BUENO VILLEGAS

OWNER ADDRESS:  
297 GLOBE  
SAN ANTONIO, TEXAS  
ADDRESS OF PARCEL: 78228  
LOTS 34 AND 35 N.C.B. 7997  
109' SOUTH OF INTERSECTION  
OF HORTENCIA AND ENRIQUE.

ACCEPTED:  
  
CITY OF SAN ANTONIO

BY:  
\_\_\_\_\_  
REAL ESTATE SPECIALIST  
CAPITAL PROJECTS MANAGEMENT DIVISION

FIELD NOTES FOR A 560.00 SQUARE FOOT, 5.0 FOOT WIDE TRACT OF LAND OUT OF LOTS 34 and 35, BLOCK 5, N.C.B. 7447, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at the northeast corner of Lot 34, Block 7, N.C.B. 7447, San Antonio, Bexar County, Texas; said point being on the west line of Hortencia Avenue, and the northeast corner of the herein described tract;

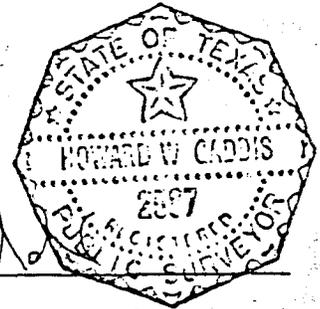
Thence in a southerly direction with the west line of Hortencia Avenue 112.0 feet to the southeast corner of said Lot 35, and the southeast corner of the herein described tract;

Thence in a westerly direction with an interior angle of 90 degrees 15', measured from north to west along the south line of Lot 35, 5.0 feet to the southwest corner of the herein described tract;

Thence in a northerly direction with an interior angle of 89 degrees 45' measured from east to north, 5.0 feet west of and parallel to the west line of Hortencia Avenue, 112.0 feet to a point on the north line of Lot 34 and the northwest corner of the herein described tract;

Thence in an easterly direction along the north line of Lot 34, with an interior angle of 90 degrees 15' measured from south to east, 5.0 feet to the point of beginning and containing 560.00 square feet, more or less.

Job No. 58-RU-01  
May 16, 1986



*Howard W. Gaddis*  
Howard W. Gaddis  
REG. PUBLIC SURVEYOR #2587

**APPROVED**  
MAY 22 1986

REAL ESTATE DIVISION

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 11932  
Project: Groff/Hortencia/Carlota/Florencia/Consuelo/Alicia & Dolores Street

- 1. Amount to appropriate (or authorize payment): \$800.00
- 2. Title Company, as escrow agent: First American
- 3. Account or Fund: #45-407351, Index Code #451229

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William S. Tardone

/g1 02/06/87  
/g1 04/15/87

PROJECT: Groff/Hortencia/Carlota/etc.

PARCEL: 11932

SALES AGREEMENT

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

THAT, PASCUAL S. VILLEGAS, and wife JOSEFA RAMIREZ VILLEGAS, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of EIGHT HUNDRED AND NO/100 (\$800.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A 560.00 square foot, 5.0 foot wide tract of land out of Lots 32 and 33, Block 5, New City Block 7447, San Antonio, Bexar County, Texas. More particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof;

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

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

SELLERS hereby agree to furnish PURCHASER a Release of Lien or Partial Release of Lien, if applicable.

It is agreed and understood that SELLERS, their heirs, legal representatives, successors and/or assigns, do hereby consent and agree to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owners' land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the SELLER, if any.

First American Title company shall act as escrow agent and the SELLERS upon demand by the PURCHASER agree 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 purchases price in the amount of \$800.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

premises by fire or other casualty shall be at the risk of the SELLERS and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The PURCHASER without expense to the SELLERS shall prepare the deed, including all closing costs thereto.

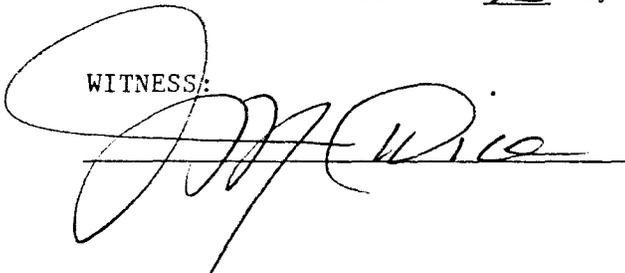
SELLERS will pay all taxes on the herein above described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

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

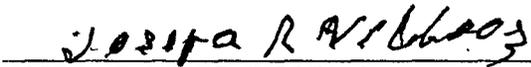
Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The 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 15 day of APRIL, A.D., 1987.

WITNESS:

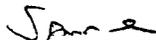


  
PASCUAL S. VILLEGAS

  
JOSEFA RAMIREZ VILLEGAS

OWNER ADDRESS:  
215 Hortencia  
San Antonio, Tx. 78207

ADDRESS OF PARCEL:



ACCEPTED:

CITY OF SAN ANTONIO

BY: \_\_\_\_\_  
REAL ESTATE SPECIALIST  
CAPITAL PROJECTS MANAGEMENT DIVISION

FIELD NOTES FOR A 560.00 SQUARE FOOT, 5.0 FOOT WIDE TRACT OF LAND OUT OF LOTS 32 and 33, BLOCK 5, N.C.B. 7447, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at the northeast corner of Lot 32, Block 5, N.C.B. 7447, San Antonio, Bexar County, Texas; said point being on the west line of Hortencia Avenue, and the northeast corner of the herein described tract;

Thence in a southerly direction with the west line of Hortencia Avenue 112.0 feet to the southeast corner of said Lot 33, and the southeast corner of the herein described tract;

Thence in a westerly direction with an interior angle of 90 degrees 15' measured from north to west along the south line of Lot 33, 5.0 feet to the southwest corner of the herein described tract;

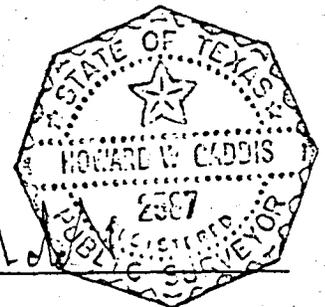
Thence in a northerly direction with an interior angle of 89 degrees 45' measured from east to north, 5.0 feet west of and parallel to the west line of Hortencia Avenue, 112.0 feet to a point on the north line of Lot 32 and the northwest corner of the herein described tract;

Thence in an easterly direction along the north line of Lot 32, with an interior angle of 90 degrees 15' measured from south to east, 5.0 feet to the point of beginning and containing 560.00 square feet, more or less.

Job No. 58-RU-01  
May 16, 1986

*Howard W. Gaddis*

Howard W. Gaddis  
REG. PUBLIC SURVEYOR #2587



RECEIVED  
MAY 22 1986

REAL ESTATE DIVISION

71e

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 12032  
Project: Henderson Pass - Thousands to Brook Hollow

1. Amount to appropriate (or authorize payment): \$12,000.00
2. Title Company, as escrow agent: First American
3. Account or Fund: #45-507503, Index Code #437947

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William J. [Signature]

/g1 04/10/87

PROJECT: Henderson Pass - Thousand Oaks  
to Brookhollow

PARCEL: 12032

SALES AGREEMENT

\* \* \* \* \*

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

THAT, LINDA HANZ<sup>L.H.</sup> and LAURA JONAS, Joint Independent Executrices of the Estate of EMMA RATHMAN<sup>L.H.</sup> Deceased, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of TWELVE THOUSAND AND NO/100 (\$12,000.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 0.09 acre of land out of New City Block 4970, City of San Antonio, Texas and being out of a 20.43 acre tract, as recorded in Volume 6109, Page 795-797, of the Deed Records of Bexar County, Texas and being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof;

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

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

SPECIAL CONDITIONS: In the event the existing fence is damaged, removed or disturbed in any manner, the City by and through its Contractors will repair and/or replace, said fence at the revised property line at no cost to the SELLERS herein, and will be replaced, if relocated, in as good or better condition as it presently exists. Any replacement shall either be accomplished before the existing fence is disturbed or coordinated with sellers to prevent the escape of livestock. <sup>L.H.</sup>

SELLERS hereby agree to furnish PURCHASER a Release of Lien or Partial Release of Lien, if applicable. <sup>L.H.</sup>

It is agreed and understood that SELLERS, their heirs, legal representatives, successors and/or assigns, they hereby consent and agree to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owners' land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the SELLER, if any.

First American Title Insurance Company shall act as escrow agent and the SELLERS upon demand by the PURCHASER agree 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 purchases price in the amount of \$12,000.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

Until title has been conveyed to the PURCHASER, loss or damage to the above premises by fire or other casualty shall be at the risk of the SELLERS and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The PURCHASER without expense to the SELLERS shall prepare the deed, including all closing costs thereto.

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

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

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The 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 16th day of April, A.D., 1987.

WITNESS:

Milton A. Jonas  
Walter F. Hanz  
Rayce Hanz

Linda Hanz  
LINDA HANZ  
Laura Jonas  
LAURA JONAS, as Joint Independent Ex-  
ecutrices of the Estate of EMMA RATHMANN  
Deceased

L.H.

OWNER ADDRESS:

Emma Rathman, Estate  
c/o Henry Grun, Attorney  
Suite 1214  
Alamo National Building  
San Antonio, Texas 78205

ADDRESS OF PARCEL:

Henderson Pass west of  
Thousand Oaks Drive

ACCEPTED:

CITY OF SAN ANTONIO

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

WILLIAM S. TOUDOUZE  
REAL ESTATE SPECIALIST  
CAPITAL PROJECTS MANAGEMENT DIVISION

FIELD NOTES  
FOR  
A PARCEL OF LAND FOR STREET RIGHT-OF-WAY  
FOR HENDERSON PASS  
(PARCEL NO. 12032)

Being 0.09 acre of land out of N.C.B. 4970, City of San Antonio, Texas, and being out of a 20.43 acre tract, as recorded in Volume 6109, Pages 795-797 of the Deed Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a found iron rod for the southeast corner of Lot 52, Thousand Oaks Subdivision, Unit-4A, as recorded in Volume 7700, Page 31 of the Plat Records of Bexar County, Texas, said point being the northwest corner of this tract;
- THENCE: S 48°14'17" E, a distance of 5.00 feet to a set iron rod in the existing northwest right-of-way line of Henderson Pass, said point being the northeast corner of this tract;
- THENCE: S 41°12'36" W, a distance of 800.00 feet with the existing northwest right-of-way line of Henderson Pass, to a found iron rod for the southeast corner of this tract;
- THENCE: N 48°14'05" W, a distance of 5.00 feet to a found iron rod, said point being the northeast corner of Lot 1, Block 1, N.C.B. 16757, Thousand Oaks Subdivision, Unit-11, as recorded in Volume 8200, Page 120, said point also being the southwest corner of this tract;
- THENCE: N 41°12'36" E, a distance of 800.00 feet with the proposed northwest right-of-way line of Henderson Pass to the POINT OF BEGINNING, and containing 0.09 acre (4,000 square feet) of land, more or less, in Bexar County, Texas.

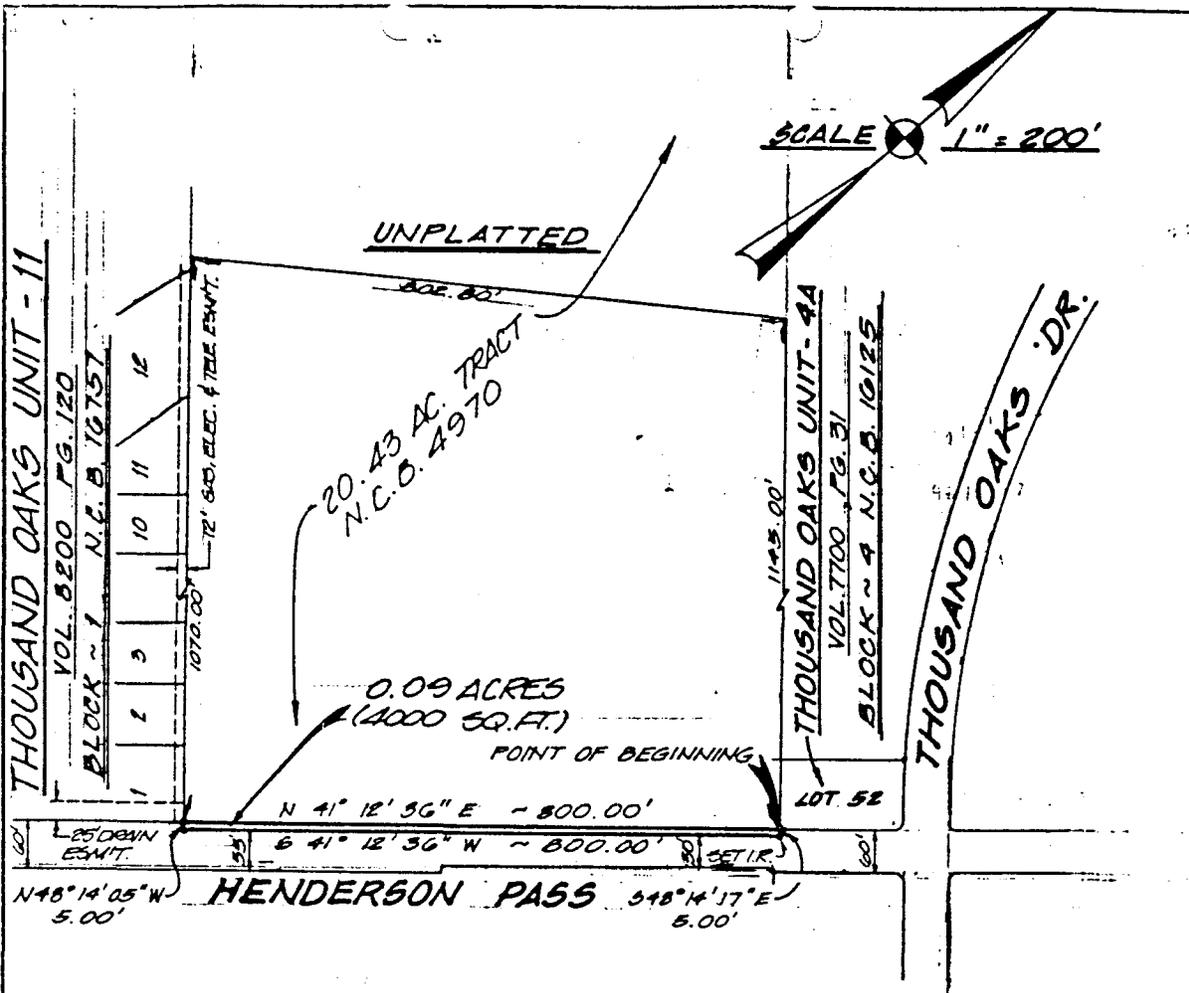
PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.  
JOB NO.: 2371-01-02  
DATE:  
DOC. ID: FN6-1.9/1.1(070186)



EXHIBIT "A" PAGE 1 OF 2

RECEIVED  
JUL 7 1988

REAL ESTATE DIVISION



**PARCEL NO 12032:**  
 A PARCEL OF LAND FOR  
 STREET RIGHT-OF-WAY  
 FOR HENDERSON PASS  
 STREET IMPROVEMENTS.

NOTE: ALL IRON RODS FOUND EXCEPT  
 AS SHOWN.

PROPERTY SURVEY  
 OF  
 0.09 ACRES OUT OF N.C.O.  
 4970 CITY OF SAN ANTONIO,  
 AND OUT OF A 20.43 ACRE TRACT  
 RECORDED IN VOL. 6109, PG. 795-797  
 DEED RECORDS BEXAR COUNTY, TEXAS

**RECEIVED**  
 JUL 7 1986  
 REAL ESTATE DIVISION

EXHIBIT "A" PAGE 2 OF 2  
 NOT TO SCALE THIS IS A REDUCTION

PAPE-DAYSON ENGINEERS



STATE OF TEXAS  
 COUNTY OF BEXAR }  
 I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT  
 ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER  
 MY SUPERVISION AND THAT THERE ARE NO VISIBLE EASEMENTS OR  
 ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT  
 ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS  
 SHOWN ABOVE.

This 1 day of JULY, 1986 A.D.  
 Gerald James Overey  
 Job No 2371-01-02

Reference:  
 VOL. 8200, PG. 120  
 VOL. 7700, PG. 31  
 VOL. 6109, PG. 795 DEED RECORDS

/le

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 12064  
Project: Bitters (Starcrest)/Heimer Road Reconstruction

1. Amount to appropriate (or authorize payment): \$2,400.00
2. Title Company, as escrow agent: First American
3. Account or Fund: #45-407002, Index Code #454637

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William S. Sweeney

/g1 04/08/87

PROJECT: Bitters/Starcrest/Heimer

PARCEL: 12064

SALES AGREEMENT

\* \* \* \* \*

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

THAT. DAVID MORIN, Trustee, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of TWO THOUSAND FOUR HUNDRED AND NO/100 (\$2,400.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

An 0.0213 acre (928.174 square foot) tract of land situated within the city limits of the City of San Antonio and being out of Lot 11, Block 2, New City Block 15121 as shown on a plat of Autumn Place Subdivision as recorded in Volume 9300, Page 141 of the Deed Records of Bexar County, Texas, said herein tract being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS: The City by and through its contractors will install three (3) 18 foot wide driveway approaches on Heimer Street as shown and set out on the proposed plat attached hereto.

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

It is agreed and understood that SELLER, his heirs, legal representatives, successors and/or assigns, he hereby consent and agree to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owner's land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the SELLER, if any.

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

The agreed purchases price in the amount of \$2,400.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as tenant at the will of the PURCHASER.

Until title has been conveyed to the PURCHASER, loss or damage to the above premises by fire or other casualty shall be at the risk of the SELLER and the amount thereof shall be deducted from the agreed purchase price. Current rents are to be prorated as of the date of the delivery of the deed.

The PURCHASER without expense to the SELLER shall prepare the deed, including all closing costs thereto.

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

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

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

EXECUTED this the 15th day of April, A.D., 1987.

WITNESS:

Royce Morrison  
ROYCE MORRISON

David Morin, Trustee  
DAVID MORIN, Trustee

OWNER ADDRESS:  
P.O. Box 9402  
San Antonio, Texas 78204

ADDRESS OF PARCEL:  
Heimer Street at Brookhollow

ACCEPTED:

CITY OF SAN ANTONIO

BY: \_\_\_\_\_  
REAL ESTATE SPECIALIST  
CAPITAL PROJECTS MANAGEMENT DIVISION

EDMUND O. SEIDEL & ASSOCIATES

CONSULTING ENGINEERS INC.  
2735 NACOGDOCHES ROAD  
SAN ANTONIO, TEXAS 78217  
PHONE 512-322-1502

Parcel No.: 12064  
Type of Title: Fee Acquisition  
Purpose: Street Widening  
Project: Bitters/Starcrest and Heimer Road  
Street Reconstruction  
Project No.: 407002

FIELD NOTES:

An 0.0213 Acre (928.174 square foot) Tract of land situated within the city limits of the City of San Antonio and being out of Lot 11, Block 2, N.C.B. 15121 as shown on a plat of Autumn Place Subdivision as recorded in Volume 9300, Page 141 of the Deed Records of Bexar County, Texas, said herein Tract being more particularly described as follows:

BEGINNING at a found 1/2" iron pin at the northwest corner of the herein described Tract and the northwest corner of said Lot 11, said corner lying on the southerly right-of-way line of Heimer Road;

THENCE N.40deg.01min.18sec.E. along the southerly right-of-way line of Heimer Road and the northerly line of said Lot 11, a distance of 179.66 feet to a found 1/2" iron pin at the northeast corner of the herein described Tract and the beginning of a curve at the southwest intersection of Heimer Road with Brookhollow Blvd.;

THENCE along a curve to the right, whose central angle is 60deg.00min.00sec., whose radius is 10.00 feet, an arc length of 10.47 feet to a set 1/2" iron pin at the southeast corner of the herein described Tract;

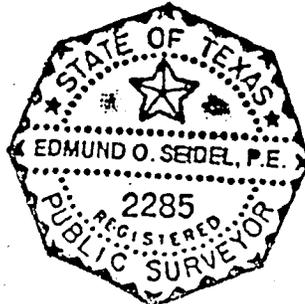
THENCE S.40deg.01min.18sec.W. parallel with and 5.00 foot distant from the southerly right-of-way line of Heimer Road a distance of 188.36 feet to a set 1/2" iron pin at the southwest corner of the herein described Tract, said corner lying on the west line of said Lot 11;

THENCE N.49deg.30min.25sec.W. along the west line of said Lot 11, a distance of 5.00 feet to the point of BEGINNING.

I hereby certify that the above field notes are true and correct and are based upon an on the ground survey made under my supervision.

This 9th day of January, 1987.

*Edmund O. Seidel*  
Edmund O. Seidel, P.E., R.P.S.



1:8465ra.fnt

EXHIBIT. "A"

/le

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 12063  
Project: Bitters (Starcrest)/Heimer Road Reconstruction

1. Amount to appropriate (or authorize payment): N/A
2. Title Company, as escrow agent: N/A
3. Account or Fund: N/A

Special Instructions: Accepting a Dedication Deed and a Construction

Easement percopies attached.

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William S. [Signature]

/g1 02/18/87

PROJECT: Bitters/Starcrest/Heimer Road  
Reconstruction

PARCEL: 12063

D E D I C A T I O N

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

THAT, COMMONWEALTH MORTGAGE CORPORATION, hereinafter called the GRANIOR hereby declares its intention to make a Dedication, and it hereby GRANTS, CONVEYS and DEDICATES, to the CITY OF SAN ANTONIO, for and in consideration of the benefits which will accrue to GRANIOR, to GRANIOR'S other property and to the public generally, the following described parcel of land:

PARCEL NO. 12063

An 0.0228 Acre (991.934 square foot) Tract of land out of Lot 4, New City Block 12060 as shown on a subdivision plat of REDONDO PLACE SUBDIVISION as recorded in Volume 9505, Page 141 of the Deed Records of Bexar County, Texas, said 0.0228 Acre Tract being more particularly described as follows:

BEGINNING: At a set 1/2 inch iron pin at the end of a curve at the northeast corner of the intersection of Bitters Road with Heimer Road, said end of curve being on the southerly right-of-way line of Heimer Road;

THENCE: N 41°49' 00" E, along the southerly right-of-way line of Heimer Road and the northerly line of said Lot 4, a distance of 515.40 feet to a set 1/2 inch iron pin at the northwest corner of the herein described Tract and the northwest corner of said Lot 4, said corner lying on the southerly right-of-way line of Heimer Road;

THENCE: S 47°15' 00" E, leaving the southerly right-of-way line of Heimer Road and along the easterly line of said Lot 4, a distance of 1.90 feet to a set 1/2 inch iron pin set at the northeast corner of the herein described Tract;

THENCE: S 41°49' 00" W, parallel with and 1.90 feet distant from said southerly right-of-way line of Heimer Road, a distance of 524.93 feet to a set 1/2 inch iron pin in said curve at the intersection of Bitters Road and Heimer Road;

THENCE: Along a curve to the right, whose central angle is 22°28' 55", whose radius is 25.00 feet, an arc distance of 9.81 feet to the POINT OF BEGINNING. See Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described property and rights therein unto the CITY OF SAN ANTONIO, its successors and assigns, forever.

Together with all the right, title, claim and interest whatsoever of GRANTOR, and its, representatives, successors and assigns, forever, in and to the above described property, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

WITNESS my hand this 15<sup>th</sup> day of April, A.D., 1987.

*[Signature]*

COMMONWEALTH MORTGAGE CORPORATION

*Paula A. Quigley*

BY: *[Signature]* President  
*S. V.P.*

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 15<sup>th</sup> day of April, 1987, by *Steve Shevach*, *Sec. Vice* President of COMMONWEALTH MORTGAGE CORPORATION, on behalf on said corporation.



*Madeline Nero Braziel*  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 10/31/88

PARCEL NUMBER: 12063

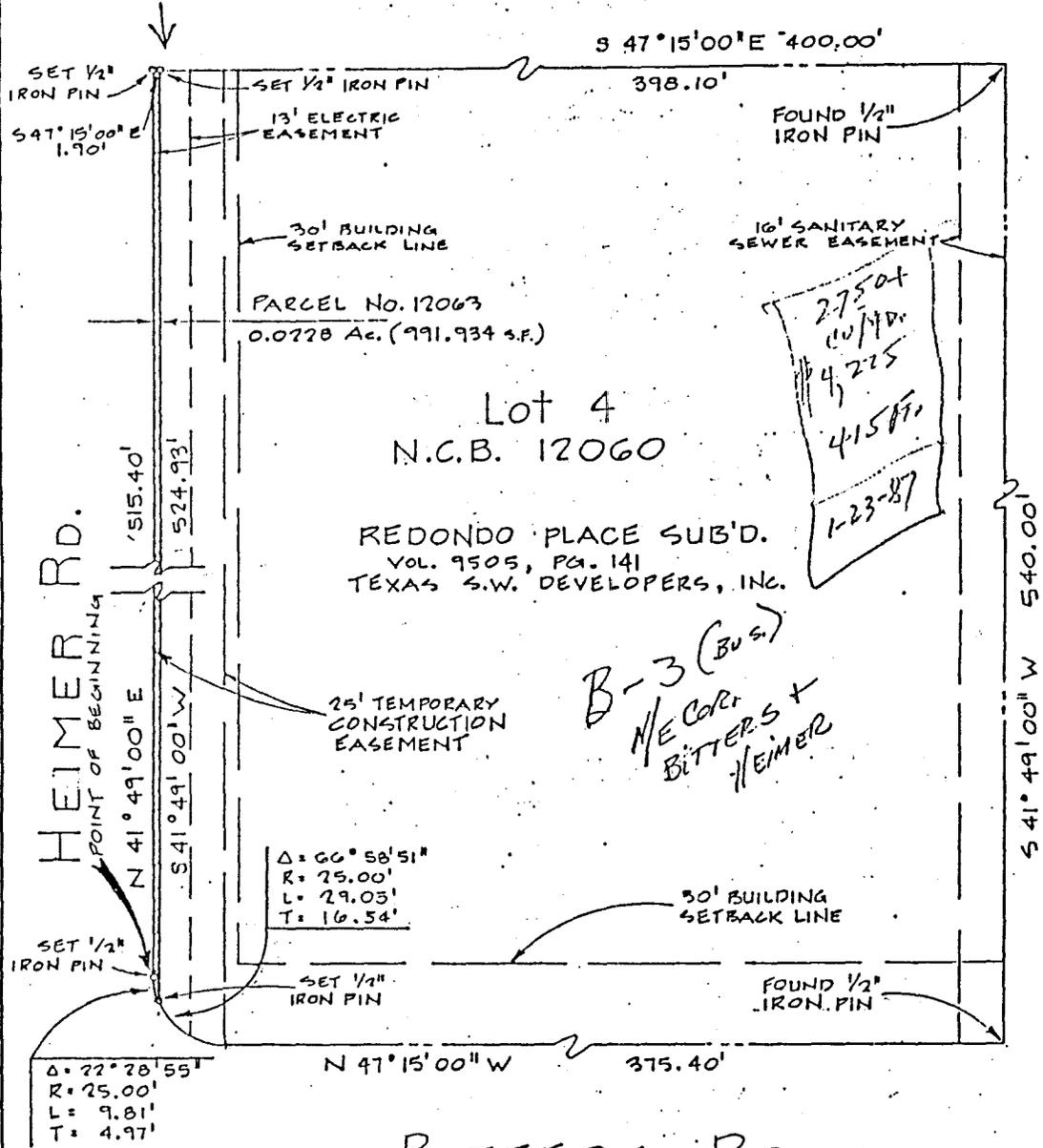
TYPE OF TITLE: Fee Acquisition of Right-Of-Way

PURPOSE: Construction

PROJECT: Bitters/Starcrest/Heimer Road. Street Reconstruction



SCALE: 1"=50'

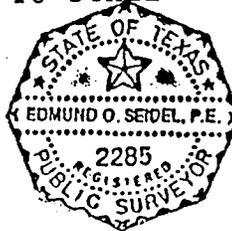


# BITTERS RD.

NOTE: THIS IS A REDUCED COPY - NOT TO SCALE

EXHIBIT "A"

Legal Description:  
 Lot: 0.0228 Ac. (991.934 s.f.) OUT OF LOT 4  
 Block: NONE  
 N.C.B.: 12060  
 Subdivision: REDONDO PLACE SUBDIVISION



City of San Antonio  
 Bexar County, Texas  
 Date: JAN. 7, 1987  
 Job Number: 8465 R

EDMUND O. SEIDEL & ASSOC.  
 CONSULTING ENGINEERS, INC.  
 2738 NACOGDOCHES ROAD  
 SAN ANTONIO, TEXAS 78217

/gl 2/18/87

Project: Bitters/Starcrest/Heimer Road  
Reconstruction

Parcel: 12063

CONSTRUCTION EASEMENT

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, COMMONWEALTH MORTGAGE CORPORATION, hereinafter referred to as "GRANTOR", for and in consideration of the benefits to be derived by said GRANTOR and the public generally from the construction of a Heimer Road street widening project by the City of San Antonio, does hereby give and grant unto said City of San Antonio the right to enter unto the following described land, to-wit:

A 25 foot wide strip of land running adjacent to the easterly side of the following described piece of land and continuing to the southerly property line at the intersection of Heimer Road and Bitters Road.

An 0.0228 Acre (991.934 square foot) Tract of land out of Lot 4, New City Block 12060 as shown on a subdivision plat of REDONDO PLACE SUBDIVISION as recorded in Volume 9505, Page 141 of the Deed Records of Bexar County, Texas, said 0.0228 Acre Tract being more particularly described as follows:

BEGINNING: At a set 1/2 inch iron pin at the end of a curve at the northeast corner of the intersection of Bitters Road with Heimer Road, said end of curve being on the southerly right-of-way line of Heimer Road;

THENCE: N 41° 49' 00" E, along the southerly right-of-way line of Heimer Road and the northerly line of said Lot 4, a distance of 515.40 feet to a set 1/2 inch iron pin at the northwest corner of the herein described Tract and the northwest corner of said Lot 4, said corner lying on the southerly right-of-way line of Heimer Road;

THENCE: S 47° 15' 00" E, leaving the southerly right-of-way line of Heimer Road and along the easterly line of said Lot 4, a distance of 1.90 feet to a set 1/2 inch iron pin set at the northeast corner of the herein described Tract;

THENCE: S 41° 49' 00" W, parallel with and 1.90 feet distant from said southerly right-of-way line of Heimer Road, a distance of 524.93 feet to a set 1/2 inch iron pin in said curve at the intersection of Bitters Road and Heimer Road;

THENCE: Along a curve to the right, whose central angle is 22° 28' 55", whose radius is 25.00 feet, an arc distance of 9.81 feet to the POINT OF BEGINNING. See Exhibit "A", attached hereto and made a part hereof,

for the purpose of using said land for any and all things necessary for the construction of Heimer Road street widening to be placed on adjacent property acquired by the City of San Antonio.

In consideration of this grant, the CITY OF SAN ANTONIO 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 tis condition as it existed prior to the construction of Heimer Road street widening. This temporary easement shall exist until the completion of the aforesaid project, at which time said construction easement shall cease to exist by operation of law and without the necessity of any further actions by GRANTOR or the City of San Antonio.

TO HAVE AND TO HOLD the above described easement unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said property for construction purposes shall be abandoned, and GRANTOR does hereby bind itself, its, legal representatives, successors and assigns, to warrant and forever defend all and singular the above described construction easement and rights unto the 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.

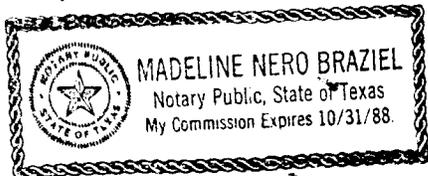
EXECUTED this 15<sup>th</sup> day of April A.D. 1987.

COMMONWEALTH MORTGAGE CORPORATION

BY: [Signature]  
[Signature] V.P. President

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 15<sup>th</sup> day of April 1987 by Steve Shevach, Sr. Vice President of COMMONWEALTH MORTGAGE CORPORATION.



[Signature]  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 10/31/88

PARCEL NUMBER: 12063

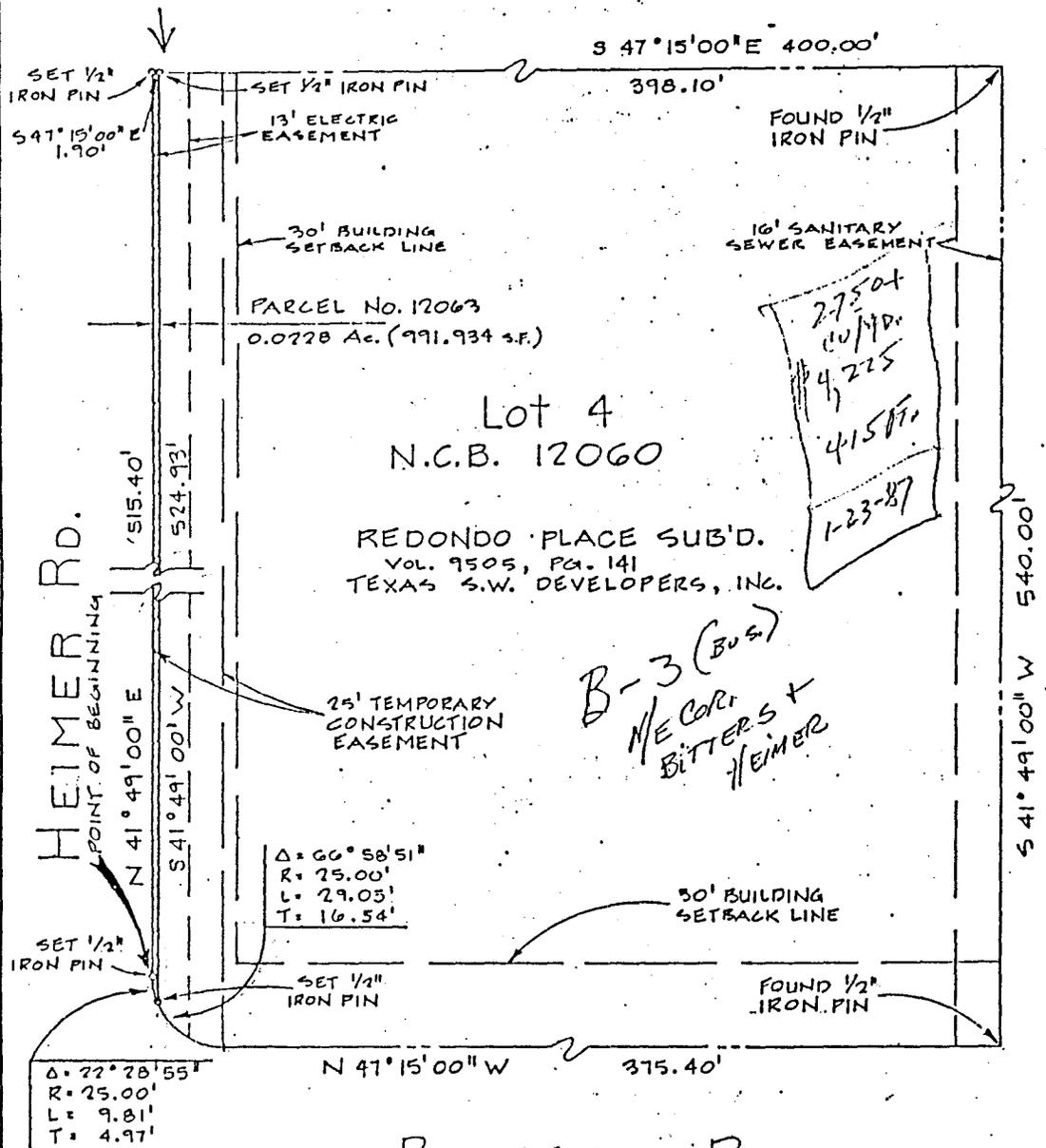
TYPE OF TITLE: Fee Acquisition of Right-Of-Way

PURPOSE: Construction

PROJECT: Bitters/Starcrest/Heimer Road Street Reconstruction



SCALE: 1" = 50'



# BITTERS RD.

NOTE: THIS IS A REDUCED COPY - NOT TO SCALE.

EXHIBIT. "A"

Legal Description:  
 Lot: 0.0728 Ac. (991.934 s.f.) OUT OF LOT 4  
 Block: NONE  
 N.C.B.: 12060  
 Subdivision: REDONDO PLACE SUBDIVISION



City of San Antonio  
 Bexar County, Texas  
 Date: JAN. 7, 1987  
 Job Number: 3465 R

EDMUND O. SEIDEL & ASSOC.  
 CONSULTING ENGINEERS, INC.  
 2738 NACOGDOCHES ROAD  
 SAN ANTONIO, TEXAS 78217

/le

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: Misc. Easements & Dedications  
Project: East Hafer Avenue Drainage

1. Amount to appropriate (or authorize payment): \$1,500.00
2. Title Company, as escrow agent: Stewart
3. Account or Fund: #26-013113, Index Code # 232603

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

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William T. Tredway

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

Misc. Easements &  
RE: Parcel No. Dedications

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

Deed

Easement - Volume 4058, Page 1189

Title Guaranty Policy

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

ELIAS V. GIL, and wife, ALICE GIL

The above parcel was obtained for East Hafer Avenue Drainage.

Ordinance No.: 64972, Dated: May 7, 1987

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: April 10, 1990

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

The office of the City Clerk

*Norma S. Rodriguez*  
CITY CLERK

1412391

1j/11/4/86

Project: East Hafer Avenue  
Drainage

/dow 11/10/86

Misc. Easements & Dedications

STC GF 86 25 0707 \$9.00

EASEMENT  
(Permanent & Temporary)

STATE OF TEXAS }

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR }

That we, ELIAS V. GIL, and wife, ALICE GIL, (said Elias V. Gil sometimes known as Elias Gil), hereinafter called Grantors, for and in consideration of ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS to us in hand paid by the City of San Antonio, a municipal corporation, which 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, Texas, an easement right-of-way ten (10) feet in width for storm drainage, 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 1,261.17 square foot or 0.0290 acre tract out of Lot A-1 out of Juanita B. de Pena 4.75 acre tract in N.C.B. 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, Texas, and being more particularly described by Metes and Bounds as shown on Exhibit "A" 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 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 ourselves heirs, legal representatives, successors and/or assigns, that no building of any kind will be placed on said easement right-of-way herein granted.

06/18/87 168344 170266 \$9.00 Y 1 230

And the said grantors as part of the aforesaid consideration, do further grant unto said City of San Antonio, a temporary easement to enter upon the following described land, to-wit:

A 3,768.48 square foot or 0.0865 acre tract of land out of Lot A-1, out of Juanita B. de Pena 4.75 acre tract in NCB 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, being more particularly described by Metes and Bounds as shown on Exhibit "B" attached hereto and made a part thereof;

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

014058 PAGE 1 189

heretofore described permanent easement. 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 improvement. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

The Grantors and their heirs, legal representatives, successors and assigns, do hereby consent and agree to allow the City and/or its contractors to enter upon and take possession of said parcel of Owners' land immediately upon execution of this instrument to permit the City construction of said project.

TO HAVE AND TO HOLD the above described easement and right unto the said of City of San Antonio, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And we do hereby bind ourselves, 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 10<sup>th</sup> day of November, A. D., 1986.

*Elias V. Gil*

ELIAS V. GIL (said Elias V. Gil sometimes known as Elias Gil)

*Alice Gil*  
ALICE GIL

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on November 10, 1986 by ELIAS V. GIL, sometimes known as Eias Gil and wife, ALICE GIL.

*William S. TouDouze*  
Notary Public in and for the State of TEXAS

RETURN TO:  
**Right of Way Acquisition**  
**City of San Antonio**  
**P. O. Box 9066**  
**San Antonio, TX 78285**

MY COMMISSION EXPIRES: 4/30/89  
**WILLIAM S. TOUDOUZE**  
Notary Public, Bexar County, Texas  
My Commission Expires 4/30/89

014058 MAR 1 1990

FIELD NOTE DESCRIPTION

for

Proposed 10-foot Drainage Easement

A 1,261.17 square feet or 0.0290 acre tract out of lot A-1 out of Juanita B. de Pena 4.75 acre tract in N. C. B. 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at the intersecting point of the centerline of South Flores Street (60' R. O. W. ) and the centerline of East Hafer Avenue (50' R. O. W.);

THENCE, N 89°16'06" E, along the centerline of East Hafer Avenue, for a distance of 1,877.90 feet to the POINT OF BEGINNING of the herein described 10-foot drainage easement;

THENCE, N 5°57'07" W, along the East property line of lot 4, N. C. B. 6719, for a distance of 113.18 feet to an iron pin set;

THENCE, N 42°02'53" E, 16.06 feet to an iron pin set, said pin being a point on the Southeast R. O. W. line of San Antonio River;

THENCE, along said R. O. W. line, S 61°54'28" E, for a distance of 10.31 feet to an iron pin set;

THENCE, S 42°02'53" W, 14.09 feet to an iron pin set;

THENCE, S 5°57'07" E, 108.73 feet to an iron pin set for a corner;

THENCE, S 84°02'53" W, 10.00 feet to the POINT OF BEGINNING and CONTAINING 1,261.17 square feet or 0.0290 acre tract of land, more or less.

Prepared by:

Andrew S. Pi, R.P.S.  
PI ENGINEERING, INC.  
Dec. 16, 1985

RECEIVED  
APR 23 1986

REAL ESTATE DIVISION

EXHIBIT "A"

4058  
1191

FIELD NOTE DESCRIPTION

for

A Proposed 25-foot Construction Easement

A 3,768.48 square feet or 0.0865 acre tract of land out of lot A-1 out of Juanita B. de Pena 4.75 acre tract in N. C. B. 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, and being more particularly described as follows:

COMMENCING at the intersecting point of the centerline of South Flores Street (60' R. O. W.) and the centerline of East Hafer Ave. (50' R. O. W.);

THENCE, N 89°16'06" E, along the centerline of East Hafer Avenue, for a distance of 1,877.90 feet to the POINT OF BEGINNING of the herein described 25-foot temporary construction easement;

THENCE, N84°02'53" W, 10.00 feet to an iron pin set;

THENCE, S05°57'07" W, 108.73 feet to an iron pin set;

THENCE, N 40°02'53" E, 14.09 feet to an iron pin set, said iron pin being on the South Right-of-way line of San Antonio River;

THENCE, along said Right-of-way line, S 61°54'28" E, for a distance of 17.54 feet to a hub set;

THENCE, S 5°57'07" E, 136.64 feet to a hub set;

THENCE, S 89°16'06" W, 35.15 feet to a hub set, said hub being on the South Right-of-way line of East Hafer Avenue;

THENCE, N 05°57'07" W, 25.11 feet to the POINT OF BEGINNING and CONTAINING 0.0865 acre or 3,768.48 square feet, more or less.

Prepared by:

Andrew S. Pi. R.P.S.  
PI ENGINEERING, INC.  
April 17, 1986

EXHIBIT "B"

4058-1192

**RECEIVED**  
APR 23 1986  
REAL ESTATE DIVISION

*Handwritten initials*

Any provision herein which prohibits the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS )

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

JUN 18 1987



*Robert D. Green*

COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK, BEXAR CO  
1987 JUN 17 PM 3 16

*Handwritten signature*

# STEWART TITLE GUARANTY COMPANY

STEWART TITLE GUARANTY COMPANY, 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, not 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 STEWART TITLE GUARANTY COMPANY has caused this policy to be executed by its Chairman and 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.

## STEWART TITLE GUARANTY COMPANY

*Carlosa Morris*

Chairman of the Board

Countersigned

*Bill Crowson*

Bill Crowson,  
Vice President



*Stewart Morris*

President

Stewart Title Co.  
700 N. St. Mary's Suite 125  
San Antonio, Texas 78205  
512-226-5284

Policy  
Serial  
Number

0-5801- 508007 A

## GENERAL 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 mortgagee 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 an 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

**SCHEDULE A**

**GF No.** 86250707

**Owner Policy No.** 0-5801508007A

**Date of Policy:** June 17, 1987

**NAME OF INSURED:** CITY OF SAN ANTONIO

**Amount** ONE THOUSAND FIVE HUNDRED & 00/100 -- (\$1,500.00) -- DOLLARS

1. The estate or interest in the land insured by this policy is (Fee Simple, Leasehold, Easement, etc. - Identify or Describe)

**EASEMENT (Permanent and Temporary)**

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

A 1,261.17 square feet or 0.0290 acre tract out of Lot A-1 out of Juanita B. de Pena 4.75 acre tract in N.C.B. 24-A and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at the intersecting point of the centerline of South Flores Street 960' R.O.W.) and the centerline of East Hafer Avenue (50' R.O.W.);

THENCE: N. 89 deg. 16' 06" E., along the centerline of East Hafer Avenue, for a distance of 1,877.90 feet to the Point of Beginning of the herein described 10 foot drainage easement;

THENCE: N. 5 deg. 57' 07" W., along the East property line of Lot 4, N.C.B. 6719, for a distance of 113.18 feet to an iron pin set;

THENCE: N. 42 deg. 02' 53" E., 16.06 feet to an iron pin set, said pin being a point on the Southeast R.O.W. line of San Antonio River R.O.W. line;

THENCE: Along said R.O.W. line, S. 61 deg. 54' 28" E., for a distance of 10.31 feet to an iron pin set;

**SCHEDULE B**

Continued on next page

This policy is subject to the 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 (insert specific recording data or state "None of Record"):  
**None of record.**

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

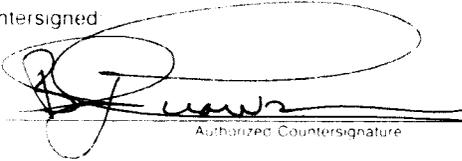
3. Taxes for the year 19<sup>87</sup> and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership. **\*\***

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

5. **Rights of Parties in Possession and Visible Easements on the Property.**

**\*\*** 3. (Continued from above) for State and County, City of San Antonio and San Antonio Independent School District, not yet due and payable.

Countersigned

  
BY \_\_\_\_\_  
Authorized Countersignature

**STEWART TITLE**  
San Antonio Office

Fold

Fold

Attached to and made a part of Stewart Title Guaranty Company Policy No. 0-5801-508007A

Continuation of Schedule A

CONTINUATION OF SCHEDULE "A", NO. 2

THENCE: S. 42 deg. 02' 53" W., 14.09 feet to an iron pin set;

THENCE: S. 5 deg. 57' 07" E., 108.73 feet to an iron pin set  
for a corner;

THENCE: S. 84 deg. 02' 53" W., 10.00 feet to the Point of  
Beginning and containing 1,261.17 square feet or 0.0290 acre  
tract of land, more or less.

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 terminate 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 P. O. Box 2029, Houston, Texas 77252.

6. This policy is not transferable.

7. 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.

**STEWART TITLE**  
GUARANTY COMPANY

**STEWART TITLE**  
GUARANTY COMPANY

ESTABLISHED 1896

INCORPORATED 1908

A NAME  
RECOGNIZED NATIONALLY  
FOR MORE THAN 75 YEARS  
AS BEING  
SYNONYMOUS WITH

**SAFETY**



*Sacality of Contract*

**STEWART TITLE**  
GUARANTY COMPANY

P. O. Box 2029  
Houston, Texas 77252

**POLICY**  
OF  
**TITLE**  
**INSURANCE**

TO: City Attorney

DATE: April 22, 1987

FROM: Capital Projects Management, Right of Way Acquisition Section

SUBJECT: Ordinance to be placed of agenda of May 7th  
Parcel: 10853  
Project: Thousand Oaks - Henderson Pass to Jones Maltsberger

- 1. Amount to appropriate (or authorize payment): N/A
- 2. Title Company, as escrow agent: N/A
- 3. Account or Fund: N/A

Special Instructions: Accepting a Dedication Deed, an Easement - Dedication  
and a Construction Easement per copies attached. Authorizing the City Manager  
to execute the permanent easement.

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT  
RIGHT OF WAY ACQUISITION

BY: William E. [Signature]

lj/11/4/86

Project: East Hafer Avenue  
Drainage

/dow 11/10/86

Misc. Easements & Dedications

EASEMENT  
(Permanent & Temporary)

STATE OF TEXAS

COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

That we, ELIAS V. GIL, and wife, ALICE GIL, (said Elias V. Gil sometimes known as Elias Gil), hereinafter called Grantors, for and in consideration of ONE THOUSAND FIVE HUNDRED AND NO/100 (\$1,500.00) DOLLARS to us in hand paid by the City of San Antonio, a municipal corporation, which 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, Texas, an easement right-of-way ten (10) feet in width for storm drainage, 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 1,261.17 square foot or 0.0290 acre tract out of Lot A-1 out of Juanita B. de Pena 4.75 acre tract in N.C.B. 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, Texas, and being more particularly described by Metes and Bounds as shown on Exhibit "A" 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 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 ourselves heirs, legal representatives, successors and/or assigns, that no building of any kind will be placed on said easement right-of-way herein granted.

And the said grantors as part of the aforesaid consideration, do further grant unto said City of San Antonio, a temporary easement to enter upon the following described land, to-wit:

A 3,768.48 square foot or 0.0865 acre tract of land out of Lot A-1, out of Juanita B. de Pena 4.75 acre tract in NCB 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, being more particularly described by Metes and Bounds as shown on Exhibit "B" attached hereto and made a part thereof;

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 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 improvement. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

The Grantors and their heirs, legal representatives, successors and assigns, do hereby consent and agree to allow the City and/or its contractors to enter upon and take possession of said parcel of Owners' land immediately upon execution of this instrument to permit the City construction of said project.

TO HAVE AND TO HOLD the above described easement and right unto the said of City of San Antonio, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And we do hereby bind ourselves, 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 10<sup>th</sup> day of November, A. D., 1986.

*Elias V. Gil*

ELIAS V. GIL (said Elias V. Gil sometimes known as Elias Gil)

*Alice Gil*

ALICE GIL

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on November 10, 1986 by ELIAS V. GIL, sometimes known as Eias Gil and wife, ALICE GIL.

*William S. TouDouze*

Notary Public in and for the State of TEXAS

MY COMMISSION EXPIRES: 4/30/89

WILLIAM S. TOUDOUZE

Notary Public, Bexar County, Texas

My Commission Expires 4/30/89

FIELD NOTE DESCRIPTION

for

Proposed 10-foot Drainage Easement

A 1,261.17 square feet or 0.0290 acre tract out of lot A-1 out of Juanita B. de Pena 4.75 acre tract in N. C. B. 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at the intersecting point of the centerline of South Flores Street (60' R. O. W. ) and the centerline of East Hafer Avenue (50' R. O. W.);

THENCE, N 89°16'06" E, along the centerline of East Hafer Avenue, for a distance of 1,877.90 feet to the POINT OF BEGINNING of the herein described 10-foot drainage easement;

THENCE, N 5°57'07" W, along the East property line of lot 4, N. C. B. 6719, for a distance of 113.18 feet to an iron pin set;

THENCE, N 42°02'53" E, 16.06 feet to an iron pin set, said pin being a point on the Southeast R. O. W. line of San Antonio River;

THENCE, along said R. O. W. line, S 61°54'28" E, for a distance of 10.31 feet to an iron pin set;

THENCE, S 42°02'53" W, 14.09 feet to an iron pin set;

THENCE, S 5°57'07" E, 108.73 feet to an iron pin set for a corner;

THENCE, S 84°02'53" W, 10.00 feet to the POINT OF BEGINNING and CONTAINING 1,261.17 square feet or 0.0290 acre tract of land, more or less.

Prepared by:

Andrew S. Pi, R.P.S.  
PI ENGINEERING, INC.  
Dec. 16, 1985

RECEIVED  
APR 23 1986

EXHIBIT "A"

REAL ESTATE DIVISION

FIELD NOTE DESCRIPTION

for

A Proposed 25-foot Construction Easement

A 3,768.48 square feet or 0.0865 acre tract of land out of lot A-1 out of Juanita B. de Pena 4.75 acre tract in N. C. B. 24-A, and out of John W. Smith Survey No. 28, in San Antonio, Bexar County, and being more particularly described as follows:

COMMENCING at the intersecting point of the centerline of South Flores Street (60' R. O. W.) and the centerline of East Hafer Ave. (50' R. O. W.);

THENCE, N 89°16'06" E, along the centerline of East Hafer Avenue, for a distance of 1,877.90 feet to the POINT OF BEGINNING of the herein described 25-foot temporary construction easement;

THENCE, N 84°02'53" W, 10.00 feet to an iron pin set;

THENCE, S 05°57'07" W, 108.73 feet to an iron pin set;

THENCE, N 40°02'53" E, 14.09 feet to an iron pin set, said iron pin being on the South Right-of-way line of San Antonio River;

THENCE, along said Right-of-way line, S 61°54'28" E, for a distance of 17.54 feet to a hub set;

THENCE, S 5°57'07" E, 136.64 feet to a hub set;

THENCE, S 89°16'06" W, 35.15 feet to a hub set, said hub being on the South Right-of-way line of East Hafer Avenue;

THENCE, N 05°57'07" W, 25.11 feet to the POINT OF BEGINNING and CONTAINING 0.0865 acre or 3,768.48 square feet, more or less.

Prepared by:

Andrew S. Pi. R.P.S.  
PI ENGINEERING, INC.  
April 17, 1986

EXHIBIT "B"

RECEIVED  
APR 23 1986  
REAL ESTATE DIVISION

/gl 03/09/87

PROJECT: Henderson Pass - Thousand Oaks  
to Brookhollow

PARCEL: 10853 (2 tracts)

DEDICATION

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

THAT, GILL SAVINGS ASSOCIATION, hereinafter called the GRANTOR hereby declares its intention to make a Dedication, and it hereby GRANTS, CONVEYS and DEDICATES, to the CITY OF SAN ANTONIO, for and in consideration of the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described parcel of land:

PARCEL NO. 10853 (2 tracts)

Being 0.050 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, county Block 4997,k New City Block 13837, San Antonio, Bexar County, Texas. Said 0.050 acres being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof,

AND

Being 0.237 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, county Block 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 0.237 acres being more particularly described by metes and bounds in Exhibit "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described property and rights therein unto the CITY OF SAN ANTONIO, its successors and assigns, forever.

Together with all the right, title, claim and interest whatsoever of GRANTOR, and its, representatives, successors and assigns, forever, in and to the above described property, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

WITNESS my hand this 7<sup>th</sup> day of ~~March~~ April, A.D., 1987

GILL SAVINGS ASSOCIATION

BY: Valerie Hoover  
Vice President

STATE OF TEXAS }  
                          {  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 7<sup>th</sup> day of April, 1987, by VALERIE HOOPER, vice President of GILL SAVINGS ASSOCIATION on behalf of said corporation.



Gaye Schwarm  
NOTARY PUBLIC in and for the State of  
T E X A S

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

**GAYE SCHWARM**  
Notary Public, State of Texas  
My Commission Expires July 12, 1989

FIELD NOTES FOR A  
PROPOSED PERMANENT 5 FOOT WIDE RIGHT-OF-WAY

PARCEL NO. 10853

Being 0.050 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 0.050 acres being more particularly described by metes and bounds as follows:

Beginning at an iron pin on the east right-of-way of Henderson Pass from which the southeast corner of Thousand Oaks Drive and Henderson Pass, and the northwest corner of the 10.738 acre tract bears North  $41^{\circ} 30' 09''$  East, 188.42 feet;

Thence leaving the east right-of-way of Henderson Pass South  $48^{\circ} 41' 52''$  East, a distance of 5.00 feet to an iron pin.

Thence South  $41^{\circ} 30' 09''$  West, a distance of 441.20 feet to an iron pin on the south line of the 10.738 acre tract;

Thence with the south line of the 10.738 acre tract North  $48^{\circ} 33' 48''$  West, a distance of 5.00 feet to an iron pin on the east right-of-way of Henderson Pass and being the southwest corner of the 10.738 acre tract;

Thence with the east right-of-way of Henderson Pass and the west line of the 10.738 acre tract North  $41^{\circ} 30' 09''$  East, a distance of 441.19 feet to an iron pin, the place of beginning and containing 2,205.97 square feet or 0.050 acres of land in Bexar County, Texas.

EXHIBIT "A"

FIELD NOTES FOR A  
PROPOSED PERMANENT 18 FOOT WIDE RIGHT-OF-WAY

PARCEL NO. 10853

Being 0.237 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 0.237 acres being more particularly described by metes and bounds as follows:

Beginning at an iron pin on the south right-of-way of Thousand Oaks Drive from which the southeast corner of Thousand Oaks Drive and Henderson Pass, and the northwest corner of the 10.738 acre tract bears North  $48^{\circ} 41' 52''$  West, 240.00 feet;

Thence with the south right-of-way of Thousand Oaks Drive South  $48^{\circ} 41' 52''$  East, a distance of 574.60 feet to an iron pin being the northeast corner of the 10.738 acre tract;

Thence leaving the south right-of-way of Thousand Oaks Drive and with the east line of the 10.738 acre tract South  $46^{\circ} 13' 12''$  West, a distance of 18.07 feet to an iron pin;

Thence leaving the east line of the 10.738 acre tract North  $48^{\circ} 41' 52''$  West, a distance of 573.11 feet to an iron pin;

Thence North  $41^{\circ} 30' 09''$  East, a distance of 18.00 feet to an iron pin on the south right-of-way of Thousand Oaks Drive, being the place of beginning and containing 10,331.35 square feet or 0.237 acres of land in Bexar County, Texas.

EXHIBIT "B"

EASEMENT - DEDICATION  
Permanent

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

THAT, GILL SAVINGS ASSOCIATION, hereinafter referred to as "Grantor", dedicates to the City of San Antonio, Bexar County, Texas, hereinafter referred to as "Grantee"), whose mailing address is P.O. Box 9066, San Antonio, Texas 78285, an easement and right-of-way for public services for an underground drainage line and/or desirable appurtenances thereto, over, across, under, and upon the following described lands located in Bexar County, Texas; said land being more particularly described as follows, to-wit:

Being a strip of land 10 feet in width and 612.22 feet in length out of a 10.738 acre tract of land out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Clock 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 10 foot wide drainage easement being more particularly described by metes and bounds in Exhibit "A", 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; the right to deposit fill material thereon only during the construction of said easement; levelling and/or grading as necessary only during the construction of said easement; and the right of exercising all other rights hereby granted, and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns that no building of any kind will be placed on said easement and right-of-way herein, unless otherwise approved by controlling authorities (i.e. the San Antonio Planning Commission, San Antonio City Counsel and the San Antonio Public Works Department) which approval shall not be unreasonably withheld. The 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 the condition as it existed prior to the construction of said improvements.

SPECIAL CONDITIONS:

1. Grantor reserves the right to regrade or relevel the site and the easement, provided such regrading or releveling does not disturb the improvements on said easement.

2. Grantor, its successors and/or assigns expressly reserves the right to place hard surface paving upon the easement and to park vehicles upon the easement. The Grantee hereby represents and warrants to the Grantor that the underground drainage line and the desirable appertenances thereto shall be designed and constructed in such a manner as to allow the placing of a parking lot upon the easement. The Grantee shall be responsible for any damages it causes to the hard surface paving and shall be required to replace any damaged pavement at its expense; provided, however, the Grantee shall not be responsible for any damages that may occur to any landscaping or improvements upon Grantor's property (except for hard surface paving) unless such damages are caused by Grantee or its agents intentional or negligent acts.

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 shall be abandoned.

AND Grantor does hereby bind itself, its 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.

WITNESS my hand, this 7<sup>th</sup> day of April, 1987.

GILL SAVINGS ASSOCIATION

BY: Valerie HANNA

Its: Vice President

AGREED AND ACCEPTED BY:

CITY OF SAN ANTONIO

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

Its: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this 7<sup>th</sup> day of April, 1987, by VALERIE HOOVER, Vice PRESIDENT of Gill Savings Association, on behalf of said Association.



Gaye Schwarm  
Notary Public, State of Texas

GAYE SCHWARM  
Print ~~Notary Public~~ State of Texas  
My Commission Expires July 12, 1989  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this \_\_\_\_ day of \_\_\_\_\_, 1987, by \_\_\_\_\_ of the City of San Antonio, in the capacity therein stated.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Print or Type Name

My Commission Expires: \_\_\_\_\_

FIELD NOTES FOR A PROPOSED  
PERMANENT 10 FOOT WIDE DRAINAGE EASEMENT

PARCEL NO. 10853

Being a strip of land 10 feet in width and 612.20 feet in length out of a 10.738 acre tract of land out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 10 foot wide drainage easement being more particularly described by metes and bounds as follows:

Beginning at an iron pin for the northwest corner of this herein described easement from which the southeast corner of Thousand Oaks Drive and Henderson Pass and the northwest corner of the 10.738 acre tract bears, as a reference, North  $41^{\circ} 30' 09''$  East, 18.0 feet; North  $48^{\circ} 41' 52''$  West, 240.00 feet;

Thence with the north line of this herein described easement South  $48^{\circ} 41' 52''$  East, a distance of 10.0 feet to an iron pin for the northeast corner of this herein described easement;

Thence with the east line of this easement South  $41^{\circ} 30' 09''$  West, a distance of 612.20 feet to a chiseled + in concrete on the south line of the 10.738 acre tract and being the southeast corner of this herein described easement;

Thence with the south line of the 10.738 acre tract North  $48^{\circ} 33' 48''$  West, a distance of 10.0 feet to a chiseled + in concrete for the southwest corner of this herein described easement;

Thence leaving the south line of the 10.738 acre tract and with the west line of this easement North  $41^{\circ} 30' 09''$  East, a distance of 612.17 feet to an iron pin, the place of beginning, and containing 6,121.88 square feet or 0.140 acres of land in Bexar County, Texas.

EXHIBIT "A"

CONSTRUCTION EASEMENT

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

THAT, GILL SAVINGS ASSOCIATION, hereinafter referred to as "Grantor", for and in consideration of the benefits to be derived by said Grantor and the public generally from the construction an an underground drainage by the City of San Antonio, does hereby give and grant unto said City of San Antonio the right to enter unto the following described land, to-wit:

Being a strip of land 20 feet in width and 612.22 feet in length out of a 10.738 acre tract of land out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Clock 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 20 foot wide temporary construction easement being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof,

for the purpose of using said land for any and all things necessary for the construction of an underground drainage to be placed on adjacent property acquired by the City of San Antonio.

In consideration of this grant, the City of San Antonio 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 the condition as it existed prior to the construction of the underground drainage. This temporary easement shall exist until the completion of the aforesaid project, Henderson Pass - Thousand Oaks to Brookhollow Drainage or until October 7, 1987, which ever occurs first, at which time said construction easement shall cease to exist by operation of law and without the necessity of any further actions by Grantor or the City of San Antonio.

TO HAVE AND TO HOLD the above described easement unto the City of San Antonio, its successors and assigns, until the use of said property for construction purposes shall be abandoned or until October 7, 1987, which ever occurs first, and Grantor does hereby bind itself, its legal representatives, successors and assigns, to warrant and forever defend all and singular the above described construction 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 April, 1987.

GILL SAVINGS ASSOCIATION

BY: Valerie Hoover

Its: Vice President

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this the 7th day of April, 1987, by Valerie Hoover, Vice President of GILL SAVINGS ASSOCIATION, on behalf of said Association.



Gaye Schwarm  
Notary Public, State of Texas

GAYE SCHWARM

Name Notary Public, State of Texas

My Commission Expires July 12, 1989

My Commission Expires: \_\_\_\_\_

FIELD NOTES FOR A PROPOSED  
20 FOOT WIDE TEMPORARY CONSTRUCTION EASEMENT

PARCEL NO. 10853

Being a strip of land 20 feet in width and 612.22 feet in length out of a 10.738 acre tract of land out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 20 foot wide temporary construction easement being more particularly described by metes and bounds as follows:

Beginning at an iron pin for the northwest corner of this herein described easement from which the southeast corner of Thousand Oaks Drive and Henderson Pass and the northwest corner of the 10.738 acre tract bears, as a reference, North  $48^{\circ} 41' 52''$  West, 10.00 feet; North  $41^{\circ} 30' 09''$  East, 18.0 feet; North  $48^{\circ} 41' 52''$  West, 240.00 feet;

Thence with the north line of this herein described easement South  $48^{\circ} 41' 52''$  East, a distance of 20.0 feet to an iron pin for the northeast corner of this herein described easement;

Thence with the east line of this easement South  $41^{\circ} 30' 09''$  West, a distance of 612.24 feet to a chiseled + in concrete on the south line of the 10.738 acre tract and being the southeast corner of this herein described easement;

Thence with the south line of the 10.738 acre tract North  $48^{\circ} 33' 48''$  West, a distance of 20.0 feet to a chiseled + in concrete for the southwest corner of this herein described easement;

Thence leaving the south line of the 10.738 acre tract and with the west line of this easement North  $41^{\circ} 30' 09''$  East, a distance of 612.20 feet to an iron pin, the place of beginning, and containing 12,244.32 square feet or 0.281 acres of land in Bexar County, Texas.

EXHIBIT "A"

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK

RE: Parcel No. 10853

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

92 AUG -3 PM 3:28

~~XXXX~~ DEDICATION - Vol. 4109, Page 1540

Easement - Dedication (Permanent) - Vol. 4109, Page 1544

Title Guaranty Policy

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

Gill Savings Association

The above parcel was obtained for Henderson Pass - Thousand Oaks to Brookhollow.

Ordinance No.: 64972, Dated: May 7, 1987

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: July 31, 1992

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

The office of the City Clerk

*James S. Rodriguez*  
CITY CLERK

1448494

/s/ 03/09/87

PROJECT: Henderson Pass - Thousand Oaks  
to Brookhollow

Return to:

Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

PARCEL: 10853 (2 tracts)

DEDICATION

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

THAT GILL SAVINGS ASSOCIATION, hereinafter called the GRANTOR hereby declares its intention to make a Dedication, and it hereby GRANTS, CONVEYS and DEDICATES, to the CITY OF SAN ANTONIO, for and in consideration of the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described parcel of land:

PARCEL NO. 10853 (2 tracts)

Being 0.050 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, county Block 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 0.050 acres being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof,

AND

Being 0.237 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, county Block 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 0.237 acres being more particularly described by metes and bounds in Exhibit "B", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described property and rights therein unto the CITY OF SAN ANTONIO, its successors and assigns, forever.

Together with all the right, title, claim and interest whatsoever of GRANTOR, and its, representatives, successors and assigns, forever, in and to the above described property, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

08/17/87 185801 170310

\$9.00 Y 1

WITNESS my hand this 7<sup>th</sup> day of ~~March~~ <sup>April</sup>, A.D., 1987

GILL SAVINGS ASSOCIATION

BY: Julienne Hoover  
President

VOL 4 | 09 PAGE | 540

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 7<sup>th</sup> day of April, 1987, by VALERIE HOZUER, President of GILL SAVINGS ASSOCIATION on behalf of said corporation.



Gaye Schwarm  
NOTARY PUBLIC in and for the State of  
T E X A S

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

**GAYE SCHWARM**  
Notary Public, State of Texas  
My Commission Expires July 12, 1989

FIELD NOTES FOR A  
PROPOSED PERMANENT 5 FOOT WIDE RIGHT-OF-WAY

PARCEL NO. 10853

Being 0.050 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 0.050 acres being more particularly described by metes and bounds as follows:

Beginning at an iron pin on the east right-of-way of Henderson Pass from which the southeast corner of Thousand Oaks Drive and Henderson Pass, and the northwest corner of the 10.738 acre tract bears North  $41^{\circ} 30' 09''$  East, 188.42 feet;

Thence leaving the east right-of-way of Henderson Pass South  $48^{\circ} 41' 52''$  East, a distance of 5.00 feet to an iron pin.

Thence South  $41^{\circ} 30' 09''$  West, a distance of 441.20 feet to an iron pin on the south line of the 10.738 acre tract;

Thence with the south line of the 10.738 acre tract North  $48^{\circ} 33' 48''$  West, a distance of 5.00 feet to an iron pin on the east right-of-way of Henderson Pass and being the southwest corner of the 10.738 acre tract;

Thence with the east right-of-way of Henderson Pass and the west line of the 10.738 acre tract North  $41^{\circ} 30' 09''$  East, a distance of 441.19 feet to an iron pin, the place of beginning and containing 2,205.97 square feet or 0.050 acres of land in Bexar County, Texas.

EXHIBIT "A"

FIELD NOTES FOR A  
PROPOSED PERMANENT 18 FOOT WIDE RIGHT-OF-WAY

PARCEL NO. 10853

Being 0.237 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 0.237 acres being more particularly described by metes and bounds as follows:

Beginning at an iron pin on the south right-of-way of Thousand Oaks Drive from which the southeast corner of Thousand Oaks Drive and Henderson Pass, and the northwest corner of the 10.738 acre tract bears North 48° 41' 52" West, 240.00 feet;

Thence with the south right-of-way of Thousand Oaks Drive South 48° 41' 52" East, a distance of 574.60 feet to an iron pin being the northeast corner of the 10.738 acre tract;

Thence leaving the south right-of-way of Thousand Oaks Drive and with the east line of the 10.738 acre tract South 46° 13' 12" West, a distance of 18.07 feet to an iron pin;

Thence leaving the east line of the 10.738 acre tract North 48° 41' 52" West, a distance of 573.11 feet to an iron pin;

Thence North 41° 30' 09" East, a distance of 18.00 feet to an iron pin on the south right-of-way of Thousand Oaks Drive, being the place of beginning and containing 10,331.35 square feet or 0.237 acres of land in Bexar County, Texas.

EXHIBIT "B"

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



AUG 17 1987

*Roland D Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

1987 AUG 17 AM 10 16  
SUPERIOR CLERK  
COUNTY OF BEXAR TEXAS

**Right of Way Acquisition**  
**City of San Antonio**  
**P. O. Box 9066**  
**San Antonio, TX 78285**

EASEMENT - DEDICATION  
Permanent

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

THAT, GILL SAVINGS ASSOCIATION, hereinafter referred to as "Grantor", dedicates to the City of San Antonio, Bexar County, Texas, hereinafter referred to as "Grantee"), whose mailing address is P.O. Box 9066, San Antonio, Texas 78285, an easement and right-of-way for public services for an underground drainage line and/or desirable appurtenances thereto, over, across, under, and upon the following described lands located in Bexar County, Texas; said land being more particularly described as follows, to-wit:

Being a strip of land 10 feet in width and 612.22 feet in length out of a 10.738 acre tract of land out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Clock 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 10 foot wide drainage easement being more particularly described by metes and bounds in Exhibit "A", 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; the right to deposit fill material thereon only during the construction of said easement; levelling and/or grading as necessary only during the construction of said easement; and the right of exercising all other rights hereby granted, and Grantor expressly covenants and agrees for itself, its legal representatives, successors and/or assigns that no building of any kind will be placed on said easement and right-of-way herein, unless otherwise approved by controlling authorities (i.e. the San Antonio Planning Commission, San Antonio City Counsel and the San Antonio Public Works Department) which approval shall not be unreasonably withheld. The City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San

08/17/87 185801 170311 \$9.00 Y 1 230

Antonio will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements.

SPECIAL CONDITIONS:

1. Grantor reserves the right to regrade or relevel the site and the easement, provided such regrading or releveling does not disturb the improvements on said easement.

2. Grantor, its successors and/or assigns expressly reserves the right to place hard surface paving upon the easement and to park vehicles upon the easement. The Grantee hereby represents and warrants to the Grantor that the underground drainage line and the desirable appertenances thereto shall be designed and constructed in such a manner as to allow the placing of a parking lot upon the easement. The Grantee shall be responsible for any damages it causes to the hard surface paving and shall be required to replace any damaged pavement at its expense; provided, however, the Grantee shall not be responsible for any damages that may occur to any landscaping or improvements upon Grantor's property (except for hard surface paving) unless such damages are caused by Grantee or its agents intentional or negligent acts.

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 shall be abandoned.

AND Grantor does hereby bind itself, its 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.

WITNESS \_\_\_\_\_ hand, this 7th day of April, 1987.

GILL SAVINGS ASSOCIATION

BY: JULIUS HANSEN

Its: Vice President

AGREED AND ACCEPTED BY:

CITY OF SAN ANTONIO

BY: [Signature]

Its: City Manager

STATE OF TEXAS §

COUNTY OF BEXAR §

This instrument was acknowledged before me on this 7<sup>th</sup> day of April, 1987, by VALERIE HOOVER, Vice President of Gill Savings Association, on behalf of said Association.



[Signature: Gaye Schwarm]  
Notary Public, State of Texas

GAYE SCHWARM

Print ~~Notary Public~~ State of Texas  
My Commission Expires July 12, 1989  
My Commission Expires: \_\_\_\_\_

STATE OF TEXAS §

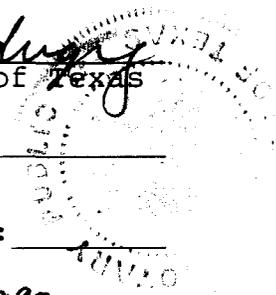
COUNTY OF BEXAR §

This instrument was acknowledged before me on this 1<sup>st</sup> day of June, 1987, by S. Marcus Johnson, Asst. City Manager of the City of San Antonio, in the capacity therein stated.

[Signature: Mary Lou Rodriguez]  
Notary Public, State of Texas

Print or Type Name

My Commission Expires: \_\_\_\_\_  
MARY LOU RODRIGUEZ  
Notary Public, State of Texas  
My Commission Expires July 30, 1990



FIELD NOTES FOR A PROPOSED  
PERMANENT 10 FOOT WIDE DRAINAGE EASEMENT

PARCEL NO. 10853

Being a strip of land 10 feet in width and 612.20 feet in length out of a 10.738 acre tract of land out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 10 foot wide drainage easement being more particularly described by metes and bounds as follows:

Beginning at an iron pin for the northwest corner of this herein described easement from which the southeast corner of Thousand Oaks Drive and Henderson Pass and the northwest corner of the 10.738 acre tract bears, as a reference, North 41° 30' 09" East, 18.0 feet; North 48° 41' 52" West, 240.00 feet;

Thence with the north line of this herein described easement South 48° 41' 52" East, a distance of 10.0 feet to an iron pin for the northeast corner of this herein described easement;

Thence with the east line of this easement South 41° 30' 09" West, a distance of 612.20 feet to a chiseled + in concrete on the south line of the 10.738 acre tract and being the southeast corner of this herein described easement;

Thence with the south line of the 10.738 acre tract North 48° 33' 48" West, a distance of 10.0 feet to a chiseled + in concrete for the southwest corner of this herein described easement;

Thence leaving the south line of the 10.738 acre tract and with the west line of this easement North 41° 30' 09" East, a distance of 612.17 feet to an iron pin, the place of beginning, and containing 6,121.88 square feet or 0.140 acres of land in Bexar County, Texas.

EXHIBIT "A"

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

AUG 17 1987



*Robert D Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

1987 AUG 17 AM 10 16

ROBERT D GREEN  
COUNTY CLERK BEXAR CO.

*mc*

  
**First American Title Insurance Company**  
*of Texas*

**№ 131798** ○ **OWNER POLICY OF TITLE INSURANCE**

FIRST AMERICAN TITLE INSURANCE COMPANY 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 encumbrance 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 FIRST AMERICAN TITLE INSURANCE COMPANY 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.

**First American Title Insurance Company**  
*of Texas*



ATTEST



Secretary,

BY



PRESIDENT

Owner's Policy

Form Prescribed by State Board of Insurance of Texas - Revised 3/1/85 (T-1)

OWNER  
POLICY  
SERIAL  
NUMBER 131798 0

Date of Policy August 17, 1987

Issued With No. N/A

G. F. No. 85-05-1180 DA  
Premium \$ 269.00  
Rate Rule R-3  
Property Type #5  
Amount \$ 23,000.00

## *First American Title Insurance Company*

of Texas

SCHEDULE A

NAME OF INSURED: CITY OF SAN ANTONIO

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. identify or describe)  
Fee simple title to the real estate hereinafter described is vested in the Insured by Dedication dated April 7, 1987 from GILL SAVINGS ASSOCIATION, to Insured herein, filed for record in the Real Property Records \*
2. The land referred to in this policy is described as follows:

Being 0.050 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 0.050 acres being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof,

AND

Being 0.237 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, New City Block 13837, San Antonio, Bexar County, Texas. Said 0.237 acres being more particularly described by metes and bounds in Exhibit "B" attached hereto and made a part hereof.

\* of Bexar County, Texas, on August 17, 1987, under File No. 1448494.

FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: Delia Araujo  
Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent

COUNTERSIGNED:  
on and as of the date hereof.

FIELD NOTES FOR A  
PROPOSED PERMANENT 5 FOOT WIDE RIGHT-OF-WAY

PARCEL NO. 10853

Being 0.050 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 0.050 acres being more particularly described by metes and bounds as follows:

Beginning at an iron pin on the east right-of-way of Henderson Pass from which the southeast corner of Thousand Oaks Drive and Henderson Pass, and the northwest corner of the 10.738 acre tract bears North  $41^{\circ} 30' 09''$  East, 188.42 feet;

Thence leaving the east right-of-way of Henderson Pass South  $48^{\circ} 41' 52''$  East, a distance of 5.00 feet to an iron pin.

Thence South  $41^{\circ} 30' 09''$  West, a distance of 441.20 feet to an iron pin on the south line of the 10.738 acre tract;

Thence with the south line of the 10.738 acre tract North  $48^{\circ} 33' 48''$  West, a distance of 5.00 feet to an iron pin on the east right-of-way of Henderson Pass and being the southwest corner of the 10.738 acre tract;

Thence with the east right-of-way of Henderson Pass and the west line of the 10.738 acre tract North  $41^{\circ} 30' 09''$  East, a distance of 441.19 feet to an iron pin, the place of beginning and containing 2,205.97 square feet or 0.050 acres of land in Bexar County, Texas.

EXHIBIT "A"

FIELD NOTES FOR A  
PROPOSED PERMANENT 18 FOOT WIDE RIGHT-OF-WAY

PARCEL NO. 10853

Being 0.237 acres of land out of a 10.738 acre tract out of the William A. Weatherly Survey No. 357, Abstract No. 812, County Block 4997, N.C.B. 13837, San Antonio, Bexar County, Texas. Said 0.237 acres being more particularly described by metes and bounds as follows:

Beginning at an iron pin on the south right-of-way of Thousand Oaks Drive from which the southeast corner of Thousand Oaks Drive and Henderson Pass, and the northwest corner of the 10.738 acre tract bears North  $48^{\circ} 41' 52''$  West, 240.00 feet;

Thence with the south right-of-way of Thousand Oaks Drive South  $48^{\circ} 41' 52''$  East, a distance of 574.60 feet to an iron pin being the northeast corner of the 10.738 acre tract;

Thence leaving the south right-of-way of Thousand Oaks Drive and with the east line of the 10.738 acre tract South  $46^{\circ} 13' 12''$  West, a distance of 18.07 feet to an iron pin;

Thence leaving the east line of the 10.738 acre tract North  $48^{\circ} 41' 52''$  West, a distance of 573.11 feet to an iron pin;

Thence North  $41^{\circ} 30' 09''$  East, a distance of 18.00 feet to an iron pin on the south right-of-way of Thousand Oaks Drive, being the place of beginning and containing 10,331.35 square feet or 0.237 acres of land in Bexar County, Texas.

EXHIBIT "B"

OWNER  
POLICY  
SERIAL  
NUMBER 131798 0

G. F. No. 85-05-1180 DA



## ***First American Title Insurance Company***

of Texas

### SCHEDULE B

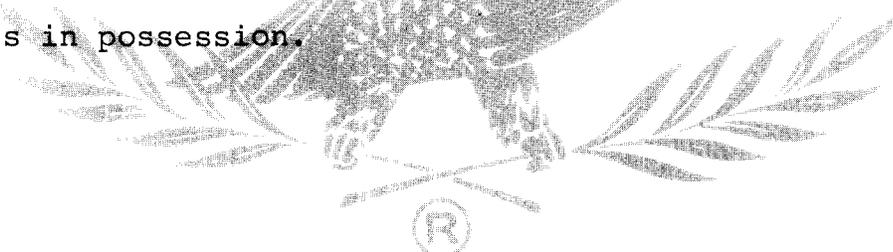
This policy is subject to the Conditions and Stipulations hereof, the terms and conditions of the leases or easements insured, if any, shown in Schedule A, and to the following matters which are additional exceptions from the coverage of this policy:

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or state "None of record"): None of record, except those of record in Volume 3660 page 206, Real Property Records, Bexar County, Texas.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 19 86 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, as to State, County, City of San Antonio and Northeast I.S.D., due and payable.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s): None

50.0' Temporary Construction Easement and a 20.0' Drainage Easement reserved in Volume 2973 page 898, Real Property Records, Bexar County, Texas.

20.0' Drainage Easement as shown on plat in Volume 9504 page 140.

Rights of parties in possession.



FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO

Agent

By: Delia Araujo

Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

## GENERAL 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 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 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 of 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 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 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 mortgagee 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 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 terminate 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 of 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 the 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 its home office at 2000 Bering Drive, Suite 100, Houston, Texas 77057, or the office which issued this policy.

**6. This policy is not transferable.**

**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, Texas, 78786. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

**Owner's Policy**

**TO**

CITY OF SAN ANTONIO

**ISSUED BY:**

FIRST AMERICAN TITLE COMPANY  
SAN ANTONIO, TEXAS 78213



**First American Title  
INSURANCE COMPANY**

of Texas  
2000 Bering Drive, Suite 100  
Houston, Texas 77057  
(713) 782-6600  
Texas State Wats Line:  
800-328-4268

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

Date: April 23, 1987	Department: Public Works	Contact Person/Phone # William Toudouze - 4091
Date Council Consideration Requested: May 7, 1987	Deadline for Action:	Dept. Head Signature: <i>[Signature]</i>

**SUMMARY OF ORDINANCE**

SECTION 1 of the Ordinance accepts a Warranty Deed in connection with the Keller, Rehman, Stark & Stribling Street Project. Three (3) parcels remain to be acquired on this twelve (12) parcel project. The sum of \$12,440.00 is to be expended out of CDBG Funds.

SECTION 2 accepts two (2) Warranty Deeds in connection with the Mitchell/Wellington/Nogalitos/Margil and Ripford Street Reconstruction Project. Twenty four (24) parcels have now been acquired on this fifty (50) parcel project. The sum of \$1,250.00 is to be expended out of General Obligation Bonds.

SECTION 3 accepts two (2) Warranty Deeds in connection with the Groff/Hortencia/Carlota/Florencia/Consuelo/Alicia & Dolores Street Project. Four (4) parcels have now been acquired on this twenty seven (27) parcel project. The sum of \$1,220.00 is to be expended

CONTINUED ON ATTACHMENT NO. 1  
 Council Memorandum Must Be Attached To Original

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

Contract signed by other party  
 Yes  No

<b>FISCAL DATA (If Applicable)</b> SEE ATTACHMENT NO. 2 Fund No. _____ Amt. Expended _____ Activity No. _____ SID No. _____ Index Code _____ Project No. _____ Object Code _____	<b>Budgetary Implications</b> Funds/Staffing Budgeted Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Positions Currently Authorized _____ Impact on future O & M <u>All projects to be built and maintained by the City.</u> If positions added, specify class and no. _____ _____ _____
---	---

**Comments:**  
 SEE ATTACHMENT NO. 3 FOR PROPERTY ADDRESSES.

MAY 9 10 1987  
 RECEIVED  
 CITY OF SAN ANTONIO  
 CITY CLERK

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

ATTACHMENT TO REQUEST FOR ORDINANCE/RESOLUTION - NO. 1

SECTION 3 -- continued ..  
out of General Obligation Bonds.

SECTION 4 accepts a Warranty Deed in connection with the Henderson Pass - Thousand Oaks to Brook Hollow Project. Five (5) parcels have now been acquired on this nine (9) parcel project. The sum of \$12,000.00 is to be expended out of General Obligation Bonds.

SECTION 5 accepts a Warranty Deed, a Dedication Deed and a Construction Easement in connection with the Bitters (Starcrest)/Heimer Road Reconstruction Project. This concludes the acquisition on this four (4) parcel project. The sum of \$2,400.00 is to be expended out of General Obligation Bonds.

SECTION 6 accepts an Easement (Permanent & Temporary) in connection with the East Hafer Avenue Drainage Project. This is the only parcel to be acquired on this project, which extends from East hafer Avenue to the San Antonio River. The sum of \$1,500.00 is to be expended out of CDBG Funds.

SECTION 7 accepts a Dedication Deed and an Easement - Dedication in connection with the Thousand Oaks - Henderson Pass to Jones Maltsberger Road Project. One (1) parcel remains to be acquired on this four (4) parcel project. No funds are to be expended for this parcel.

ATTACHMENT TO REQUEST FOR ORDINANCE/RESOLUTION - NO. 2

FISCAL DATA

SECTION 1 - KELLER, REHMAN, STARK & STRIBLING STREET PROJECT

CDBG Funds #28-009, Project #009067  
Index Code #389684  
SID #83230310  
Object Code #05-361  
Amount to be expended - \$12,440.00

SECTION 2 - MITCHELL/WELLINGTON/NOGALITOS/MARGIL AND RIPFORD STREET PROJECT

General Obligation Bonds #45-407, Project #407001  
Index Code #453969  
SID #81310131  
Object Code #05-361  
Amount to be expended - \$1,250.00

SECTION 3 - GROFF/HORTENCIA/CARLOTA/FLORENCIA/CONSUELO/ALICIA & DOLORES

General Obligation Bonds #45-407, Project #407351  
Index Code #451229  
SID #83230463  
Object Code #05-361  
Amount to be expended - \$1,220.00

SECTION 4 - HENDERSON PASS - THOUSAND OAKS TO BROOK HOLLOW PROJECT

General Obligation Bonds #45-507, Project #507503  
Index Code #437947  
SID #80310274  
Object Code #05-361  
Amount to be expended - \$12,000.00

SECTION 5 - BITTERS (STARCREST)/HEIMER ROAD RECONSTRUCTION PROJECT

General Obligation Bonds #45-407, Project #407002  
Index Code #454637  
SID #80230004  
Object Code #05-361  
Amount to be expended - \$2,400.00

SECTION 6 - EAST HAFER AVENUE DRAINAGE PROJECT

CDBG Fund #26-013, Project #013113  
Index Code #232603  
SID # N/A  
Object Code #05-378  
Amount to be expended - \$1,500.00

SECTION 7 - THOUSAND OAKS -- HENDERSON PASS TO JONES MALTSBERGER ROAD PROJECT

No funds to be expended

ATTACHMENT TO REQUEST FOR ORDINANCE/RESOLUTION - NO. 3

PROPERTY ADDRESSES:

SECTION 1 - 10993 - 213 Stark

SECTION 2 - 11752 - 529 W. Mitchell  
11777 - 538 W. Mitchell

SECTION 3 - 11931 - 203 Hortencia  
11932 - 215 Hortencia

SECTION 4 - 12032 - Henderson Pass west of Thousand Oaks

SECTION 5 - 12064 - S.E. corner Brook Hollow & Heimer Road  
12063 - N.E. corner Bitters & Heimer

SECTION 6 - Misc. - 351 E. Hafer

SECTION 7 - 10853 - S.E. corner Henderson pass and Thousand Oaks

**CONSENT AGENDA**

15

**AGENDA ITEM NO.**TO: City CouncilFROM: William Toudouze, Real Estate Specialist, Right of Way AcquisitionCOPIES TO: Director of Public WorksSUBJECT: Ordinance Authorizing Procurement of Rights of Way and Expenditure of the Sum \$30,810.00 Out of Various Funds.Date April 23, 1987Summary and Recommendation

SECTION 1 of the Ordinance accepts a Warranty Deed in connection with the Keller, Rehman, Stark & Stribling Street Project. Three (3) parcels remain to be acquired on this twelve (12) parcel project. The sum of \$12,440.00 is to be expended out of CDBG Funds.

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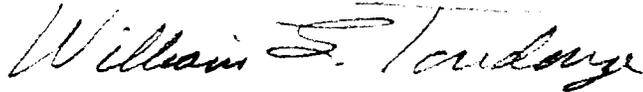
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SECTION 7 accepts a Dedication Deed and an Easement - Dedication in connection with the Thousand Oaks - Henderson Pass to Jones Maltzberger Road Project. One (1) parcel remains to be acquired on this four (4) parcel project. No funds are to be expended for this parcel.

Financial Impact

The total sum to be expended under this ordinance is \$30,810.00. These funds are available from approved budgeted items from the following funding sources:

General Obligation Bonds	\$16,870.00
CDBG Funds	13,940.00



WILLIAM S. TOUDOUZE  
Real Estate Specialist  
Right of Way Acquisition

WST/le  
Attach.

APPROVED:



DAVID STEITLÉ, P.E.  
Director of Public Works

Recommendation Approved:

  
LOUIS J. FOX  
City Manager

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

RE: Parcel No. 12032

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

Deed -- Volume 4852, Pages 0461-0463

Easement

Title Guaranty Policy

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

The above parcel was obtained for Henderson Pass - Thousand Oaks to Brookhollow.

Ordinance No.: 64972, Date: 5-7-87

REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: June 30, 1997

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

The Office of the City Clerk

  
CITY CLERK

876 DP 4-07-1978

/gl 4/30/87  
/gl 06/26/90

Project: Henderson Pass - Thousand Oaks  
to Brookhollow

Return to:

Parcel: 12032

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

WARRANTY DEED  
\*\*\*\*\*

6497  
5701

STATE OF TEXAS :  
:  
COUNTY OF BEXAR :

KNOW ALL MEN BY THESE PRESENTS:

THAT, LINDA HANZ and LAURA JONAS, Joint Independent Executrices of the Estate of EMMA RATHMANN, Deceased, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of TWELVE THOUSAND AND NO/100 (\$12,000.00), DOLLARS to them in hand paid by the "GRANTEE", and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as GRANTEE, a municipal corporation, of the County of Bexar, State of Texas, 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 0.09 acre tract out of New City Block 13836, in the City of San Antonio, Bexar County, Texas, being out of the J. Borsos Survey No. 1114, Abstract No. 879, County Block 4970, also being out of a 20.43 acre tract, as recorded in Volume 6109, Pages 795-797, Deed Records of Bexar County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

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.

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 GRANTORS hereby bind themselves, their 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 the 29th day of JUNE, A.D., 1990.

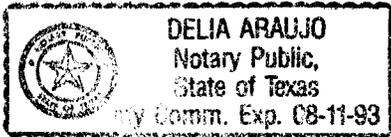
Linda Hanz  
LINDA HANZ, as Joint Independent Executrix of the Estate of EMMA RATHMANN, Deceased

Laura Jonas  
LAURA JONAS, as Joint Independent Executrix of the Estate of EMMA RATHMANN, Deceased

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 29<sup>th</sup> day of August, 1990 by LINDA HANZ, as Joint Independent Executrix of the Estate of EMMA RATHMANN, Deceased.



Delia Araujo  
NOTARY PUBLIC in and for the State of  
TEXAS

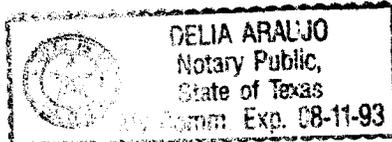
Delia Araujo  
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8-11-93

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 29<sup>th</sup> day of August, 1990 by LAURA JONAS, as Joint Independent Executrix of the Estate of EMMA RATHMANN, Deceased.



Delia Araujo  
NOTARY PUBLIC in and for the State of  
TEXAS

DELIA ARAUJO  
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8-11-93

FIELD NOTES  
FOR  
A PARCEL OF LAND FOR STREET RIGHT-OF-WAY  
FOR HENDERSON PASS  
(PARCEL NO. 12032)

Being a 0.09 acre tract out of N.C.B. 13836, in the City of San Antonio, Bexar County, Texas, being out of the J. Borsos Survey No. 1114, Abstract No. 879, County Block 4970, also being out of a 20.43 acre tract, as recorded in Volume 6109, Pages 795-797, Deed Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a found iron rod for the southeast corner of Lot 52, Thousand Oaks Subdivision, Unit-4A, as recorded in Volume 7700, Page 31 of the Plat Records of Bexar County, Texas, said point being the northwest corner of this tract;
- THENCE: S 48°14'17" E, a distance of 5.00 feet to a set iron rod in the existing northwest right-of-way line of Henderson Pass, said point being the northeast corner of this tract;
- THENCE: S 41°12'36" W, a distance of 800.00 feet with the existing northwest right-of-way line of Henderson Pass, to a found iron rod for the southeast corner of this tract;
- THENCE: N 48°14'05" W, a distance of 5.00 feet to a found iron rod, said point being the northeast corner of Lot 1, Block 1, N.C.B. 16757, Thousand Oaks Subdivision, Unit-11, as recorded in Volume 8200, Page 120, said point also being the southwest corner of this tract;
- THENCE: N 41°12'36" W, a distance of 800.00 feet with the proposed northwest right-of-way line of Henderson Pass to the POINT OF BEGINNING and containing 0.09 acre (4,000 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.  
JOB NO.: 2371-01-02  
DATE: Revised: June 25, 1990  
DOC ID: 625/6/mk



EXHIBIT "A"

VOL 4 8 5 2 PAGE 0 4 6 3

Any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin, is invalid and unenforceable under FEDERAL LAW. 9/12/88

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

JUL - 2 1990



*Robert D. Green*

COUNTY CLERK BEXAR COUNTY, TEXAS

*Handwritten scribble*

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
1990 JUN 29 P 4: 32

*Handwritten signature*

***First American Title Insurance Company  
of Texas***

No. 188559 ○ OWNER POLICY OF TITLE INSURANCE

FIRST AMERICAN TITLE INSURANCE COMPANY 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 encumbrance 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 FIRST AMERICAN TITLE INSURANCE COMPANY 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.

***First American Title Insurance Company  
of Texas***



ATTEST

*Charles L. Adams*  
Secretary,

BY *Dennie L. Rowland* PRESIDENT

OWNER  
POLICY  
SERIAL  
NUMBER 188559 0

G. F. No. 86-07-1510 DA

Premium \$ 281.00

Rate Rule R-3

Property Type #5

Amount \$ 12,000.00

Date of Policy June 29, 1990

Issued With No. N/A

## ***First American Title Insurance Company***

of Texas  
SCHEDULE A

NAME OF INSURED:

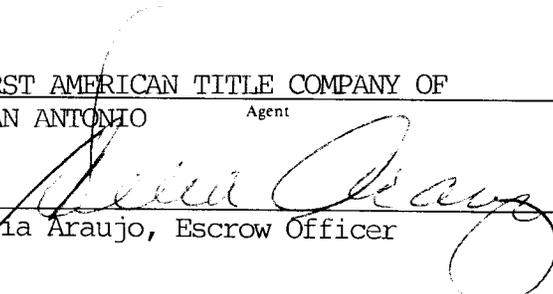
CITY OF SAN ANTONIO

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. - identify or describe)  
Fee simple title to the real estate hereinafter described is vested in the Insured by Deed dated June 29, 1990, from LINDA HANZ and LAURA JONAS, Independent Executrices of the Estate of EMMA RATHMANN, Deceased, to CITY OF SAN ANTONIO, filed for record in the Real Property Records of Bexar County, Texas, on June 29, 1990, under File No. 1940803.

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

Being a 0.09 acre tract out of New City Block 13836, in the City of San Antonio, Bexar County, Texas, being out of the J. Borsos Survey No. 1114, Abstract No. 879, County Block 4970, also being out of a 20.43 acre tract, as recorded in Volume 6109 Pages 795-797, Deed Records of Bexar County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof.

FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By:   
Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

FIELD NOTES  
FOR  
A PARCEL OF LAND FOR STREET RIGHT-OF-WAY  
FOR HENDERSON PASS  
(PARCEL NO. 12032)

Being a 0.09 acre tract out of N.C.B. 13836, in the City of San Antonio, Bexar County, Texas, being out of the J. Borsos Survey No. 1114, Abstract No. 879, County Block 4970, also being out of a 20.43 acre tract, as recorded in Volume 6109, Pages 795-797, Deed Records of Bexar County, Texas, and being more particularly described by metes and bounds as follows:

- BEGINNING: At a found iron rod for the southeast corner of Lot 52, Thousand Oaks Subdivision, Unit-4A, as recorded in Volume 7700, Page 31 of the Plat Records of Bexar County, Texas, said point being the northwest corner of this tract;
- THENCE: S 48°14'17" E, a distance of 5.00 feet to a set iron rod in the existing northwest right-of-way line of Henderson Pass, said point being the northeast corner of this tract;
- THENCE: S 41°12'36" W, a distance of 800.00 feet with the existing northwest right-of-way line of Henderson Pass, to a found iron rod for the southeast corner of this tract;
- THENCE: N 48°14'05" W, a distance of 5.00 feet to a found iron rod, said point being the northeast corner of Lot 1, Block 1, N.C.B. 16757, Thousand Oaks Subdivision, Unit-11, as recorded in Volume 8200, Page 120, said point also being the southwest corner of this tract;
- THENCE: N 41°12'36" W, a distance of 800.00 feet with the proposed northwest right-of-way line of Henderson Pass to the POINT OF BEGINNING and containing 0.09 acre (4,000 square feet) of land, more or less, in Bexar County, Texas.

PREPARED BY: PAPE-DAWSON CONSULTING ENGINEERS, INC.  
JOB NO.: 2371-01-02  
DATE: Revised: June 25, 1990  
DOC ID: 625/6mk



EXHIBIT "A"

OWNER  
POLICY  
SERIAL  
NUMBER 188559 0

G. F. No. 86--07-1510 DA

## ***First American Title Insurance Company***

**of Texas**

### **SCHEDULE B**

This policy is subject to the 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 (the Company must either insert specific recording data or state "None of record"): None of record.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. STANDBY FEES AND taxes for the year 19 90 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership. As to State, County, City of San Antonio and Northeast I.S.D., \*
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s): None
5. Rights of parties in possession.

\* Taxes for the year 1990 are not yet due and payable.

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: Delia Araujo  
Delia Araujo, Escrow Officer

## GENERAL 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 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 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 of 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 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 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

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 mortgagee 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 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 terminate 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 of 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 the 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 its home office at 2000 Bering Drive, Suite 100, Houston, Texas 77057, or the office which issued this policy.

**6. This policy is not transferable.**

**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, Texas, 78786. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

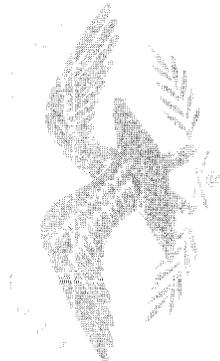
**Owner's Policy**

**TO**

CITY OF SAN ANTONIO

**ISSUED BY:**

FIRST AMERICAN TITLE COMPANY  
SAN ANTONIO, TEXAS 78213



**First American Title  
INSURANCE COMPANY**

of Texas  
2000 Bering Drive, Suite 100  
Houston, Texas 77057  
(713) 782-6600  
Texas State Wats Line:  
800-328-4268

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 10993

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

Deed VOL. 4146 PAGE 0949

Easement

Title Guaranty Policy

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

CLEMENTE F. PEREZ, JUAN GOMEZ & DELFINA G. SOTO

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

Ordinance No.: 64972, Dated: 5/7/87

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

1474054

gl 4/30/87  
gl 7/10/87  
Return to:

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

Parcel: 10993

Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

WARRANTY DEED  
\* \* \* \* \*

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT, CLEMENTE F. PEREZ, JUAN GOMEZ and DELFINA G. SOTO, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of TWELVE THOUSAND FOUR HUNDRED FORTY AND NO/100 (\$12,440.00) DOLLARS to them 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 the CITY OF SAN ANTONIO, hereinafter referred to as GRANTEE, a municipal corporation, of the County of Bexar, State of Texas, 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 0.008 acre (358.55 square feet) tract of land out of Lot 3, Block 3, New City Block 2572, George Stark Subdivision (an unrecorded Plat), San Antonio, Bexar County, Texas. Said 0.008 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron pin found on the west right-of-way line of Stark Street for the Northeast corner of Lot 3 and the POINT OF BEGINNING of the herein described tract. Said POINT OF BEGINNING being South 39°56' 43" West along the West right-of-way line of Stark Street, 137.63 feet from the Southwest corner of Keller and Stark Streets;

THENCE South 55°12' 00" West along the west right-of-way line of Stark Street, 56.24 feet to a 1/2 inch iron pin set for the Southeast corner of Lot 3 and of the herein described tract;

10-02-87 0206002 1700111 \$7.00 Y 01 01963

THENCE North 47°42' 00" West along the south line of Lot 3, same being the north line of Lot 4, 4.08 feet to a 1/2 inch iron pin set for a Point on Curve of a curve to the left. Said curve having a central angle of 11°16' 55" and a radius of 280.43 feet;

THENCE in a Northwesterly direction and along the arc of said curve, 55.22 feet to a 1/2 inch iron pin set on the North line of Lot 3 for the northwest corner of the herein described tract;

THENCE South 47°42' 00" East along the north line of Lot 3, 10.83 feet to the POINT OF BEGINNING and containing 0.008 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 4 146 PAGE 0949

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 GRANTORS hereby bind themselves, their 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 the 10<sup>TH</sup> day of July, A.D., 1987.

*[Handwritten signature of Clemente F. Perez]*

CLEMENTE F. PEREZ

*[Handwritten signature of Juan Gomez]*

JUAN GOMEZ

*[Handwritten signature of Delfina G. Soto]*

DELFINA G. SOTO

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this the 10<sup>TH</sup> day of July, 1987 by CLEMENTE F. PEREZ.

*[Handwritten signature of Notary Public]*  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 3-17-88

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this the 10<sup>TH</sup> day of July, 1987 by JUAN GOMEZ.

*[Handwritten signature of Notary Public]*  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 3-17-88

VOL 4 | 46 PAGE 0950

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 10<sup>TH</sup> day of July, 1987 by DELFINA G. SOTO.

Juan J. Saldaña  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 3-17-88

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS } COUNTY OF BEXAR } I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

OCT - 8 1987



Robert D. Green  
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
1987 OCT 1 AM 11 12  
RG

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 12064

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

- Deed - Volume 4060, Pages 2050-2052
- Easement
- Title Guaranty Policy
- Other: Partial Release of Lien - Volume 4060, Pages 2046-2049

The above parcel was obtained for Bitters (Starcrest)/Heiman Road Reconstruction.

Ordinance No.: 64972, Date: 5-7-87

REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: August 31, 1997

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

The Office of the City Clerk

  
 \_\_\_\_\_  
 CITY CLERK

GF# 87-01-172 DA \$5.00

181 4/30/87

14147 Project: Bitters/Stracrest/Heimer

Return to:  
**Right of Way Acquisition**  
**City of San Antonio**  
**P. O. Box 9066**  
**San Antonio, TX 78285**

Parcel: 12064

**WARRANTY DEED**  
\* \* \* \* \*

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT, DAVID MORIN, Trustee, hereinafter referred to as "GRANTOR", of the County of Bexar, State of Texas, for and in consideration of the sum of TWO THOUSAND FOUR HUNDRED AND NO/100 (\$2,400.00), DOLLARS to him in hand paid by the "GRANTEE", and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as GRANTEE, a municipal corporation, of the County of Bexar, State of Texas, 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:

An 0.0213 acre (928.174 square foot) tract of land situated within the city limits of the City of San Antonio and being out of Lot 11, Block 2, New City Block 15121 as shown on a plat of Autumn Place Subdivision as recorded in Volume 9300, Page 141 of the Deed Records of Bexar County, Texas, said tract being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof.

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

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 GRANTOR hereby bind himself, his 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.

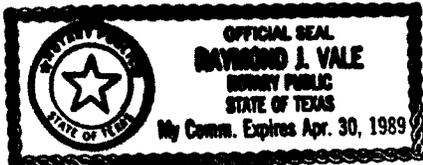
EXECUTED this the 19th day of June, A.D., 1987.

*David Morin, Trustee*  
DAVID MORIN, Trustee

06/22/87 163148 800121  
STATE OF TEXAS  
COUNTY OF BEXAR

\$5.00 Y 1 159

This instrument was acknowledged before me on this the 19th day of \_\_\_\_\_, 1987 by DAVID MORIN, Trustee.



NOTARY PUBLIC in and for the State of TEXAS

MY COMMISSION EXPIRES: 4-30-89

4060-402050

EDMUND O. SEIDEL & ASSOCIATES

CONSULTING ENGINEERS INC.  
2735 NACOGDOCHES ROAD  
SAN ANTONIO, TEXAS 78217  
PHONE (512) 821-1501

Parcel No.: 12064  
Type of Title: Fee Acquisition  
Purpose: Street Widening  
Project: Bitters/Starcrest and Heimer Road  
Street Reconstruction  
Project No.: 407002

FIELD NOTES:

An 0.0213 Acre (928.174 square foot) Tract of land situated within the city limits of the City of San Antonio and being out of Lot 11, Block 2, N.C.B. 15121 as shown on a plat of Autumn Place Subdivision as recorded in Volume 9300, Page 141 of the Deed Records of Bexar County, Texas, said herein Tract being more particularly described as follows:

BEGINNING at a found 1/2" iron pin at the northwest corner of the herein described Tract and the northwest corner of said Lot 11, said corner lying on the southerly right-of-way line of Heimer Road;

THENCE N.40deg.01min.18sec.E. along the southerly right-of-way line of Heimer Road and the northerly line of said Lot 11, a distance of 179.66 feet to a found 1/2" iron pin at the northeast corner of the herein described Tract and the beginning of a curve at the southwest intersection of Heimer Road with Brookhollow Blvd.;

THENCE along a curve to the right, whose central angle is 60deg.00min.00sec., whose radius is 10.00 feet, an arc length of 10.47 feet to a set 1/2" iron pin at the southeast corner of the herein described Tract;

THENCE S.40deg.01min.18sec.W. parallel with and 5.00 foot distant from the southerly right-of-way line of Heimer Road a distance of 188.36 feet to a set 1/2" iron pin at the southwest corner of the herein described Tract, said corner lying on the west line of said Lot 11;

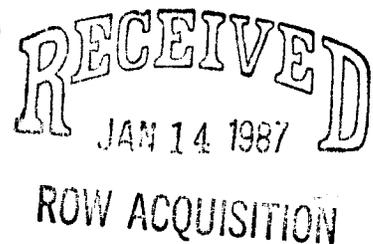
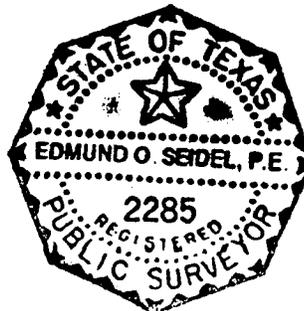
THENCE N.49deg.30min.25sec.W. along the west line of said Lot 11, a distance of 5.00 feet to the point of BEGINNING.

I hereby certify that the above field notes are true and correct and are based upon an on the ground survey made under my supervision.

This 9th day of January, 1987.

*Edmund O. Seidel*  
Edmund O. Seidel, P.E., R.P.S.

1:8465ra.fnt



4060 MAR 20 51

*[Handwritten signature]*

1987 JUN 19 11 10 AM '87

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS ) COUNTY OF BEXAR )

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

JUN 22 1987



*Roland D. Green*

COUNTY CLERK BEXAR COUNTY, TEXAS

*[Handwritten initials]*

EX 4060 PAGE 2052

1414146

Recorded on 13.87

Parcel: 12064

Return To:  
Right of Way Aquisition  
City of San Antonio  
P.O. Box 9066  
San Antonio, Texas 78285

Project: 87-01-174 DA  
Bitters (Starcrest)/Heimer Road  
Reconstruction

**DEED OF TRUST**

**PARTIAL RELEASE OF LIEN**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

THAT the undersigned, of the County of Bexar, and State of Texas, the legal and equitable owner and holder of one certain promissory note in the principal sum of SIXTY-SEVEN THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$67,500.00) dated November 1, 1979, executed by DAVID MORIN, Trustee payable to the order of WILLIAM C. RAU, JR., and wife, EMMA E. RAU secured by Deed of Trust in Volume 1807, Page 253 of the Real Property Records of Bexar County, Texas, among other property, against the following described property, to-wit:

0.0213 acre (925.174 square foot) Tract of land situated within the City limits of the City of San Antonio and being out of Lot 11, Block 2, New City Block 15121 as shown on a plat of AUTUMN PLACE SUBDIVISION as recorded in Volume 9300, Page 141 of the Deed Records of Bexar county, Texas, said herein Tract being more particularly described by references and bounds as shown on Exhibit "A" attached hereto and made a part hereof:

for and in consideration of the sum of SIX HUNDRED THIRTEEN AND 60/100 DOLLARS (\$613.60) paid to the undersigned by DAVID MORIN, Trustee, the receipt of which is hereby acknowledged, does hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said DAVID MORIN, Trustee the above described property from said Deed of Trust, against the same securing the payment of the above described note.

But it is expressly agreed and understood that this is a Partial Release and that the same shall in no wise release, affect or impair said lien or liens against any other property in said instrument mentioned, securing the remainder owing on said note not heretofore and hereby released by the undersigned.

EXECUTED this the 27th day of MAY, A.D., 1987.

  
\_\_\_\_\_  
WILLIAM C. RAU, JR., Individually and  
as Independent Executor of the Estate  
of EMMA E. RAU, DECEASED.  
~~EMMA E. RAU~~

06/22/87 163148 800119

\$7.00 Y 1

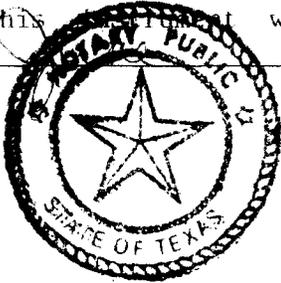
159

4014060 PAGE 2046

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 2nd day of \_\_\_\_\_, 1987 by WILLIAM C. RAU, JR. and wife, EMMA E. RAU.



Delia Araujo  
Notary Public in and for the State of  
T E X A S  
MY COMMISSION EXPIRES: \_\_\_\_\_

DELIA ARAUJO  
Notary Public, State Of Texas  
My Commission Expires 8-31-89

4060 2047

EDMUND O. SEIDEL & ASSOCIATES

CONSULTING ENGINEERS INC.  
2735 NACOGDOCHES ROAD  
SAN ANTONIO, TEXAS 78217  
PHONE 512/382-1602

Parcel No.: 12064  
Type of Title: Fee Acquisition  
Purpose: Street Widening  
Project: Bitters/Starcrest and Heimer Road  
Street Reconstruction  
Project No.: 407002

FIELD NOTES:

An 0.0213 Acre (928.174 square foot) Tract of land situated within the city limits of the City of San Antonio and being out of Lot 11, Block 2, N.C.B. 15121 as shown on a plat of Autumn Place Subdivision as recorded in Volume 9300, Page 141 of the Deed Records of Bexar County, Texas, said herein Tract being more particularly described as follows:

BEGINNING at a found 1/2" iron pin at the northwest corner of the herein described Tract and the northwest corner of said Lot 11, said corner lying on the southerly right-of-way line of Heimer Road;

THENCE N.40deg.01min.18sec.E. along the southerly right-of-way line of Heimer Road and the northerly line of said Lot 11, a distance of 179.66 feet to a found 1/2" iron pin at the northeast corner of the herein described Tract and the beginning of a curve at the southwest intersection of Heimer Road with Brookhollow Blvd.;

THENCE along a curve to the right, whose central angle is 60deg.00min.00sec., whose radius is 10.00 feet, an arc length of 10.47 feet to a set 1/2" iron pin at the southeast corner of the herein described Tract;

THENCE S.40deg.01min.18sec.W. parallel with and 5.00 foot distant from the southerly right-of-way line of Heimer Road a distance of 188.36 feet to a set 1/2" iron pin at the southwest corner of the herein described Tract, said corner lying on the west line of said Lot 11;

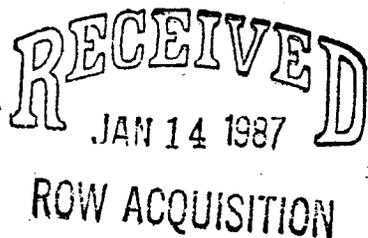
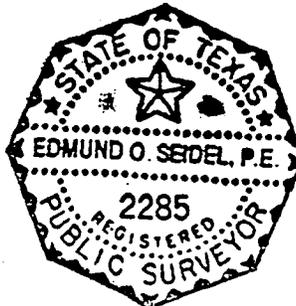
THENCE N.49deg.30min.25sec.W. along the west line of said Lot 11, a distance of 5.00 feet to the point of BEGINNING.

I hereby certify that the above field notes are true and correct and are based upon an on the ground survey made under my supervision.

This 9th day of January, 1987.

*Edmund O. Seidel*  
Edmund O. Seidel, P.E., R.P.S.

1:8465ra.fnt



4060 2048

1987 JUN 19 PM 4 16

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS ) COUNTY OF BEXAR )

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

JUN 22 1987



*Robert J. Green*

COUNTY CLERK BEXAR COUNTY, TEXAS

VOL 4060 PAGE 2049

*First American Title Insurance Company*  
*of Texas*

**Nº 131655** ○ **OWNER POLICY OF TITLE INSURANCE**

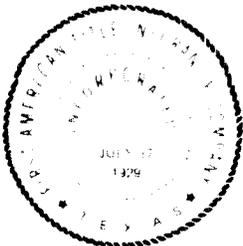
FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS, a Texas corporation, hereinafter called the Company, for value does hereby guarantee to the Insured (as herein defined) that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred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

*First American Title Insurance Company*  
*of Texas*



ATTEST

A handwritten signature in cursive script, appearing to read "Charles C. [unclear]".

Secretary,

BY

A handwritten signature in cursive script, appearing to read "J. Houston".

PRESIDENT

Owner's Policy

Form Prescribed by State Board of Insurance of Texas - Revised 3/1/85 (T-1)

OWNER  
POLICY  
SERIAL  
NUMBER 131655 0

Date of Policy June 19, 1987

Issued With No n/a

G. F. No. 07-01-171-51  
Premium \$ 140.00  
Rate Rule R-3  
Property Type #5  
Amount \$ 2,400.00

## *First American Title Insurance Company*

of Texas

SCHEDULE A

NAME OF INSURED: CITY OF SAN ANTONIO

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. identify or describe)  
Fee simple title to the real estate hereinafter described is vested in the Insured by Deed dated June 19, 1987 from David Morin, Trustee, to City of San Antonio, filed for record in the Real Property Records of \*
2. The land referred to in this policy is described as follows:

An 0.0213 acre (928.174 square foot) tract of land situated within the city limits of the City of San Antonio and being out of Lot 11, Block 2, New City Block 15121 as shown on plat of Autumn Place Subdivision as recorded in Volume 9300 page 141 of the Deed Records of Bexar County, Texas, said tract being more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof.

\* Bexar County, Texas, on June 19, 1987, under File No. 1414147

FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: Delia Araujo  
Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

## EDMUND O. SEIDEL &amp; ASSOCIATES

CONSULTING ENGINEERS INC.

2735 NACOGDOCHES ROAD

SAN ANTONIO, TEXAS 78217

PHONE 512/822-6021

Parcel No.: 12064  
 Type of Title: Fee Acquisition of R.O.W.  
 Purpose: Street Widening  
 Project: Bitters/Starcrest and Heimer Road  
 Street Reconstruction  
 Project No.: 407002

## FIELD NOTES:

An 0.0213 Acre (928.174 square foot) Tract of land situated within the city limits of the City of San Antonio and being out of Lot 11, Block 2, N.C.B. 15121 as shown on a plat of Autumn Place Subdivision as recorded in Volume 9300, Page 141 of the Deed Records of Bexar County, Texas, said herein Tract being more particularly described as follows:

BEGINNING at a found 1/2" iron pin at the northwest corner of the herein described Tract and the northwest corner of said Lot 11, said corner lying on the southerly right-of-way line of Heimer Road;

THENCE N.40deg.01min.18sec.E. along the southerly right-of-way line of Heimer Road and the northerly line of said Lot 11, a distance of 179.66 feet to a found 1/2" iron pin at the northeast corner of the herein described Tract and the beginning of a curve at the southwest intersection of Heimer Road with Brookhollow Blvd.;

THENCE along a curve to the right, whose central angle is 60deg.00min.00sec., whose radius is 10.00 feet, an arc length of 10.47 feet to a set 1/2" iron pin at the southeast corner of the herein described Tract;

THENCE S.40deg.01min.18sec.W. parallel with and 5.00 foot distant from the southerly right-of-way line of Heimer Road a distance of 188.36 feet to a set 1/2" iron pin at the southwest corner of the herein described Tract, said corner lying on the west line of said Lot 11;

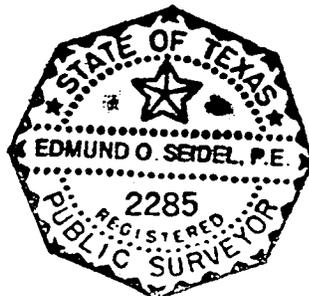
THENCE N.49deg.30min.25sec.W. along the west line of said Lot 11, a distance of 5.00 feet to the point of BEGINNING.

I hereby certify that the above field notes are true and correct and are based upon an on the ground survey made under my supervision.

This 9th day of January, 1987.

*Edmund O. Seidel*  
 Edmund O. Seidel, P.E., R.P.S.

1:8465ra.fnt

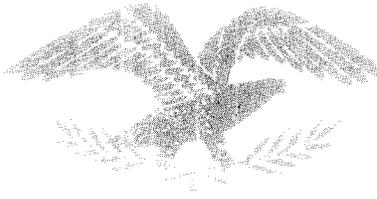


RECEIVED  
 JAN 14 1987

ROW ACQUISITION

OWNER  
POLICY  
SERIAL  
NUMBER 131655 0

G. F. No. 87-01-174 DA



## ***First American Title Insurance Company***

of Texas

### SCHEDULE B

This policy is subject to the 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 (the Company must either insert specific recording data or state "None of record"): **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 19 87 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership. **as to State, County, City of San Antonio and Northeast I.S.D., not yet due and payable.**
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s): **none**
5. Rights of tenants under lease agreement(s) recorded or unrecorded.
6. A 13.0' Electric Easement as shown on plat in Volume 9300 page 141.
7. A 20.0' and 5.0' Building Setback Line as shown on plat in Volume 9300 page 141.
8. Rights of parties in possession.



FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: *Delia Araujo*  
Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

## GENERAL 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 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 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 tide-lands, or lands comprising the shores of 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 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 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

# Owner's Policy

TO

City of San Antonio

## ISSUED BY:

First American Title Co.,  
of San Antonio  
1919 N.W. Loop 410  
San Antonio, Texas 78213



## First American Title INSURANCE COMPANY

of Texas  
2000 Bering Drive, Suite 100  
Houston, Texas 77057  
(713) 782-6600  
Texas State Wats Line:  
800-328-4268

governed 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 mortgagee 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 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 terminate 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 of 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 the 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 its home office at 2000 Bering Drive, Suite 100, Houston, Texas 77057, or the office which issued this policy.

#### 6. This policy is not transferable.

**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, Texas, 78786. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 12063

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

- Deed
- Easement
- Title Guaranty Policy
- Other: Dedication - Volume 4035, Pages 1517-1520

The above parcel was obtained for Bitters (Starcrest)/Heiman Road Reconstruction.  
Ordinance No.: 64972, Date: 5-7-87

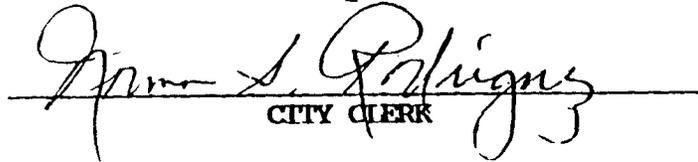
REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: August 31, 1997

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

The Office of the City Clerk

  
CITY CLERK

/gl 02/18/87

PROJECT: Bitters/Starcrest/Heimer Road Reconstruction

Return to:

PARCEL: 12063

Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

DEDICATION

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

THAT, COMMONWEALTH MORTGAGE CORPORATION, hereinafter called the GRANTOR hereby declares its intention to make a Dedication, and it hereby GRANTS, CONVEYS and DEDICATES, to the CITY OF SAN ANTONIO, for and in consideration of the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described parcel of land:

PARCEL NO. 12063

An 0.0228 Acre (991.934 square foot) Tract of land out of Lot 4, New City Block 12060 as shown on a subdivision plat of REDONDO PLACE SUBDIVISION as recorded in Volume 9505, Page 141 of the Deed Records of Bexar County, Texas, said 0.0228 Acre Tract being more particularly described as follows:

BEGINNING: At a set 1/2 inch iron pin at the end of a curve at the northeast corner of the intersection of Bitters Road with Heimer Road, said end of curve being on the southerly right-of-way line of Heimer Road;

THENCE: N 41°49' 00" E, along the southerly right-of-way line of Heimer Road and the northerly line of said Lot 4, a distance of 515.40 feet to a set 1/2 inch iron pin at the northwest corner of the herein described Tract and the northwest corner of said Lot 4, said corner lying on the southerly right-of-way line of Heimer Road;

THENCE: S 47°15' 00" E, leaving the southerly right-of-way line of Heimer Road and along the easterly line of said Lot 4, a distance of 1.90 feet to a set 1/2 inch iron pin set at the northeast corner of the herein described Tract;

THENCE: S 41°49' 00" W, parallel with and 1.90 feet distant from said southerly right-of-way line of Heimer Road, a distance of 524.93 feet to a set 1/2 inch iron pin in said curve at the intersection of Bitters Road and Heimer Road;

THENCE: Along a curve to the right, whose central angle is 22°28' 55", whose radius is 25.00 feet, an arc distance of 9.81 feet to the POINT OF BEGINNING. See Exhibit "A", attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described property and rights therein unto the CITY OF SAN ANTONIO, its successors and assigns, forever.

05/26/87 151367 800134

\$9.00 Y 1

101 4035 PAGE 1517

Together with all the right, title, claim and interest whatsoever of GRANTOR, and its, representatives, successors and assigns, forever, in and to the above described property, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

WITNESS my hand this 15<sup>th</sup> day of April, A.D., 1987.

[Signature]

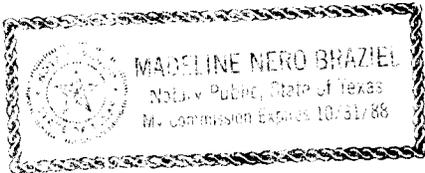
COMMONWEALTH MORTGAGE CORPORATION

Paula A. Quigley

BY: [Signature]  
President  
S.V.P.

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 15<sup>th</sup> day of April, 1987, by Steve Shevack, Sr. Vice President of COMMONWEALTH MORTGAGE CORPORATION, on behalf on said corporation.



Madeline Nero Brazier  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 10/31/88

PARCEL NUMBER: 12063

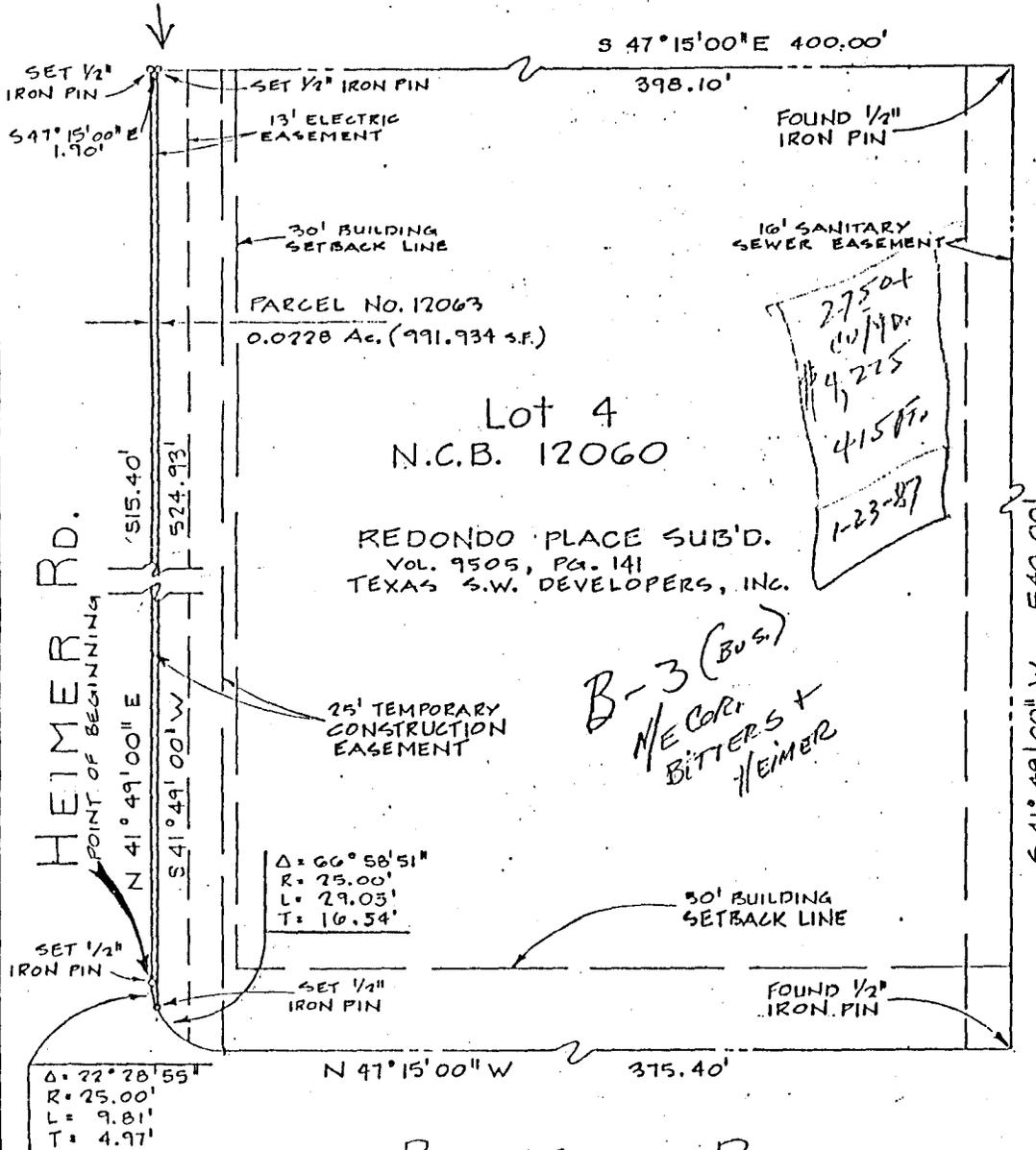
TYPE OF TITLE: Fee Acquisition of Right-Of-Way

PURPOSE: Construction

PROJECT: Bitters/Starcrest/Heimer Road Street Reconstruction



SCALE: 1" = 50'

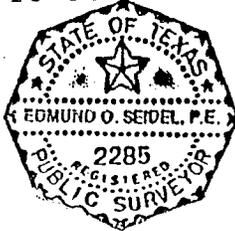


### BITTERS RD.

NOTE: THIS IS A REDUCED COPY - NOT TO SCALE  
EXHIBIT "A"

Legal Description:  
Lot: 0.0228 Ac. (991.934 s.f.) OUT OF LOT 4  
Block: NONE  
N.C.B.: 12060  
Subdivision: REDONDO PLACE SUBDIVISION

City of San Antonio  
Bexar County, Texas  
Date: JAN. 7, 1987  
Job Number: 8465 R



EDMUND O. SEIDEL & ASSOC.  
CONSULTING ENGINEERS, INC.  
2738 NACOGDOCHES ROAD  
SAN ANTONIO, TEXAS 78217

4035 101519

to  
right of way Acquisition  
City of San Antonio  
P.O. Box 9066  
S.A., TX 78285

COUNTY CLERK BEXAR COUNTY, TEXAS

*Robert S. Brown*



MAY 26 1987

Any provision herein which restricts the sale, lease or use of the described real property because of color or race is hereby declared void and unenforceable under Federal Law. (THE STATE OF TEXAS) COUNTY OF BEXAR ) I hereby certify that this instrument was filed in this Number according to the date and at the time stamped hereon by me, and was duly RECORDED in the Official Public Records of Real Property of Bexar County, Texas on

*[Signature]*  
1987 MAY 26 PM 8 28

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 11931

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

Deed - Volume 4056, Pages 0508-0509

Easement

Title Guaranty Policy

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

The above parcel was obtained for Groff/Hortencia/Carlota/Florencia/  
Consuelo/Alicia & Dolores Street Project.

Ordinance No.: 64972, Date: 5-7-87

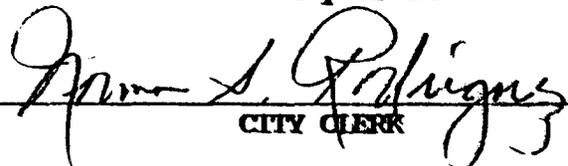
REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: May 31, 1997

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

The Office of the City Clerk

  
CITY CLERK

1410544

/gl 4/30/87

Project: Groff/Hortencia/Carlota/etc.

Return to:

Parcel: 11931

Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

WARRANTY DEED  
\*\*\*\*\*

STATE OF TEXAS }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAUL R. VILLEGAS and wife, REBECCA BUENO VILLEGAS hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of FOUR HUNDRED TWENTY AND NO/100 (\$420.00) DOLLARS to them in hand paid by the "GRANTEE", and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as GRANTEE, a municipal corporation, of the County of Bexar, State of Texas, 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:

A 560.00 square foot, 5.0 foot wide tract of land out of Lots 34 and 35, Block 5, New City Block 7447, San Antonio, Bexar County, Texas, more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof.

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.

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 GRANTORS hereby bind themselves, their 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 the 22 day of May, A.D., 1987.

Raul R. Villegas  
RAUL R. VILLEGAS

Rebecca Bueno Villegas  
REBECCA BUENO VILLEGAS

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 22 day of May, 1987, by RAUL R. VILLEGAS and wife, REBECCA BUENO VILLEGAS.

NOTARY PUBLIC in and for the State of TEXAS

MY COMMISSION EXPIRES: 11/20/90

405600508

FIELD NOTES FOR A 560.00 SQUARE FOOT, 5.0 FOOT WIDE TRACT OF LAND OUT OF LOTS 34 and 35, BLOCK 5, N.C.B. 7447, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at the northeast corner of Lot 34, Block 7, N.C.B. 7447, San Antonio, Bexar County, Texas; said point being on the west line of Hortencia Avenue, and the northeast corner of the herein described tract;

Thence in a southerly direction with the west line of Hortencia Avenue 112.0 feet to the southeast corner of said Lot 35, and the southeast corner of the herein described tract;

Thence in a westerly direction with an interior angle of 90 degrees 15' measured from north to west along the south line of Lot 35, 5.0 feet to the southwest corner of the herein described tract;

Thence in a northerly direction with an interior angle of 89 degrees 45' measured from east to north, 5.0 feet west of and parallel to the west line of Hortencia Avenue, 112.0 feet to a point on the north line of Lot 34 and the northwest corner of the herein described tract;

Thence in an easterly direction along the north line of Lot 34, with an interior angle of 90 degrees 15' measured from south to east, 5.0 feet to the point of beginning and containing 560.00 square feet, more or less.

Job No. 58-RU-01  
May 16, 1986



Howard W. Gaddis  
REG. PUBLIC SURVEYOR #2587

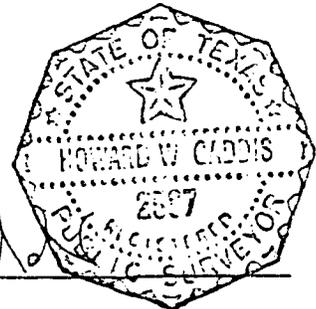
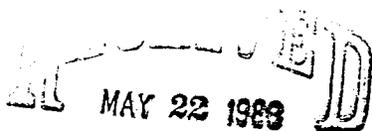


EXHIBIT "A"



REAL ESTATE DIVISION

RECORDER'S MEMORANDUM  
ALL OR PARTS OF THE TEXT ON THIS PAGE  
WAS NOT CLEARLY LEGIBLE FOR SATISFACTORY  
RECORDATION

4056 0509

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS ) COUNTY OF BEXAR

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

JUN 17 1987



*Robert D. Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

1987 JUN 16 AM 8:48

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO

*R*

4056 ACC0510

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 11932

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

Deed - Volume 4059, Pages 0249-0250

Easement

Title Guaranty Policy

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

The above parcel was obtained for Groff/Hortencia/Carlota/Florencia/  
Consuelo/Alicia & Dolores Street Project.

Ordinance No.: 64972, Date: 5-7-87

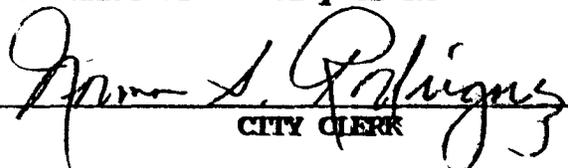
REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: May 31, 1997

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

The Office of the City Clerk

  
CITY CLERK

1412806

7/31 4/30/87

Project: Groff/Hortencia/Carlota/etc.

Return to:

Parcel: 11932

Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

WARRANTY DEED  
\*\*\*\*\*

STATE OF TEXAS }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, PASCUAL S. VILLEGAS and wife, JOSEFA RAMIREZ VILLEGAS, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of EIGHT HUNDRED AND NO/100 (\$800.00), DOLLARS to them in hand paid by the "GRANTEE", and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as GRANTEE, a municipal corporation, of the County of Bexar, State of Texas, 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:

A 560.00 square foot, 5.0 foot wide tract of land out of Lots 32 and 33, Block 5, New City Block 7447, San Antonio, Bexar County, Texas. More particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof.

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.

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 GRANTORS hereby bind themselves, their 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 the 17th day of June, A.D., 1987.

Pascual S. Villegas  
PASCUAL S. VILLEGAS

Josefa R. Villegas  
JOSEFA RAMIREZ VILLEGAS

STATE OF TEXAS

COUNTY OF BEXAR  
06/19/87 162940 800039

\$5.00 S 1 159

This instrument was acknowledged before me on this 17 day of June, 1987 by PASCUAL S. VILLEGAS and wife, JOSEFA RAMIREZ VILLEGAS.

S. M. DICE  
[Signature]  
NOTARY PUBLIC for and for the State of TEXAS

MY COMMISSION EXPIRES: 11/20/90

4059 000249

FIELD NOTES FOR A 560.00 SQUARE FOOT, 5.0 FOOT WIDE TRACT OF LAND OUT OF LOTS 32 and 33, BLOCK 5, N.C.B. 7447, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at the northeast corner of Lot 32, Block 5, N.C.B. 7447, San Antonio, Bexar County, Texas; said point being on the west line of Hortencia Avenue, and the northeast corner of the herein described tract;

Thence in a southerly direction with the west line of Hortencia Avenue 112.0 feet to the southeast corner of said Lot 33, and the southeast corner of the herein described tract;

Thence in a westerly direction with an interior angle of 90 degrees 15' measured from north to west along the south line of Lot 33, 5.0 feet to the southwest corner of the herein described tract;

Thence in a northerly direction with an interior angle of 89 degrees 45' measured from east to north, 5.0 feet west of and parallel to the west line of Hortencia Avenue, 112.0 feet to a point on the north line of Lot 32 and the northwest corner of the herein described tract;

Thence in an easterly direction along the north line of Lot 32, with an interior angle of 90 degrees 15' measured from south to east, 5.0 feet to the point of beginning and containing 560.00 square feet, more or less.

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS ) I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

JUN 18 1987



Robert D. Green  
COUNTY CLERK BEXAR COUNTY, TEXAS

Job No. 58-RU-01  
May 16, 1986

Howard W. Gaddis  
REG. PUBLIC SURVEYOR #2587

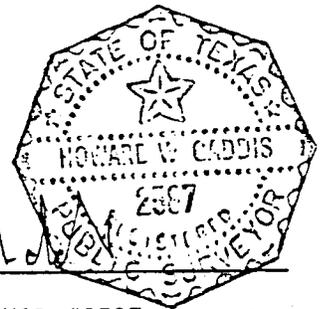


EXHIBIT "A"

RECEIVED  
MAY 22 1986

REAL ESTATE DIVISION

1987 JUN 18 AM 10 15  
ALLEN R. GARDNER  
REGISTERED SURVEYOR  
COUNTY CLERK BEXAR CO.

4059-0250

11932

# First American Title Insurance Company of Texas

**Nº 131659** ○ **OWNER POLICY OF TITLE INSURANCE**

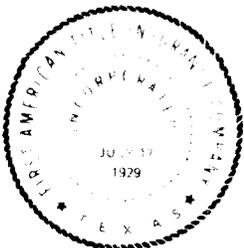
FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS, a Texas corporation, hereinafter called the Company, for value does hereby guarantee to the Insured (as herein defined) that as of the date hereof, the Insured has good and indefeasible title to the estate or interest in the land described or referred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

*First American Title Insurance Company  
of Texas*



ATTEST

Secretary,

BY

PRESIDENT

OWNER  
POLICY  
SERIAL  
NUMBER 131659 0

Date of Policy June 18, 1987

Issued With No. n/a

G. F. No. 88-05-1107 DA  
Premium \$ 140.00  
Rate Rule R-3  
Property Type #5  
Amount \$ 800.00

# *First American Title Insurance Company*

of Texas

SCHEDULE A

NAME OF INSURED: CITY OF SAN ANTONIO

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. identify or describe)  
**Fee simple title to the real estate hereinafter described is vested in the Insured by Deed dated June 17, 1987 from Pascual S. Villegas and wife, Josefa Ramirez Villegas, to City of San Antonio, filed for record in the \***
2. The land referred to in this policy is described as follows:

A 560.00 square foot 5.0 foot wide tract of land out of Lots 32 and 33, Block 5, New City Block 7447, San Antonio, Bexar County, Texas, more particularly described by metes and bounds in Exhibit "A", attached hereto and made a part hereof.

\* Real Property Records of Bexar County, Texas, on June 18th, 1987, under File No. 1412806.

FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: Delia Araujo  
Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

FIELD NOTES FOR A 560.00 SQUARE FOOT, 5.0 FOOT WIDE TRACT OF LAND OUT OF LOTS 32 and 33, BLOCK 5, N.C.B. 7447, SAN ANTONIO, BEXAR COUNTY, TEXAS.

BEGINNING at the northeast corner of Lot 32, Block 5, N.C.B. 7447, San Antonio, Bexar County, Texas; said point being on the west line of Hortencia Avenue, and the northeast corner of the herein described tract;

Thence in a southerly direction with the west line of Hortencia Avenue 112.0 feet to the southeast corner of said Lot 33, and the southeast corner of the herein described tract;

Thence in a westerly direction with an interior angle of 90 degrees 15' measured from north to west along the south line of Lot 33, 5.0 feet to the southwest corner of the herein described tract;

Thence in a northerly direction with an interior angle of 89 degrees 45' measured from east to north, 5.0 feet west of and parallel to the west line of Hortencia Avenue, 112.0 feet to a point on the north line of Lot 32 and the northwest corner of the herein described tract;

Thence in an easterly direction along the north line of Lot 32, with an interior angle of 90 degrees 15' measured from south to east, 5.0 feet to the point of beginning and containing 560.00 square feet, more or less.

Job No. 58-RU-01  
May 16, 1986



Howard W. Gaddis  
REG. PUBLIC SURVEYOR #2587

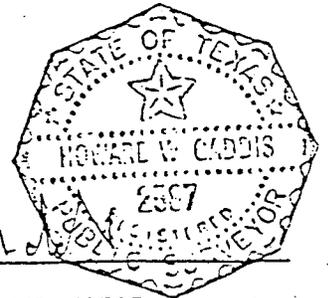


EXHIBIT "A"

RECEIVED  
MAY 22 1986

REAL ESTATE DIVISION

OWNER  
POLICY  
SERIAL  
NUMBER 131659 0

G. F. No. 86-05-1167 DA



## ***First American Title Insurance Company***

of Texas

### SCHEDULE B

This policy is subject to the 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 (the Company must either insert specific recording data or state "None of record"): **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 19 **87** and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership. as to **State, County, City of San Antonio and Edgewood I.S.D.**, not yet due and payable.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):
5. **20.0' Building Setback Line as shown on plat in Volume 4960 page 287.**
6. **Minimum house slab elevation shall be 12' above the center line of Enrique and Hortencia as per plat in Volume 4960 page 287.**
7. **Easement as set out in Volume 2549 page 449, Deed Records, Bexar County, Texas.**
8. **Rights of parties in possession.**



FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: *Delia Araujo*  
Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

## GENERAL 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 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 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 tide-lands, or lands comprising the shores of 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 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 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

# Owner's Policy

TO

CITY OF SAN ANTONIO

## ISSUED BY:

FIRST AMERICAN TITLE  
COMPANY OF SAN ANTONIO  
1919 N.W. LOOP 410  
SAN ANTONIO, TEXAS 78213



**First American Title  
INSURANCE COMPANY**

of Texas  
2000 Bering Drive, Suite 100  
Houston, Texas 77057  
(713) 782-6600  
Texas State Wats Line:  
800-328-4268

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 insurability 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 mortgagee 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 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 terminate 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 of 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 the 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 its home office at 2000 Bering Drive, Suite 100, Houston, Texas 77057, or the office which issued this policy.

#### 6. This policy is not transferable.

**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, Texas, 78786. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

TC: CITY CLERK

FROM: REAL ESTATE DIVISION

RE: Parcel No. 11777

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK  
98 MAY 22 AM 10:13

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

Deed - VOLUME 4082, PAGE 0516

Easement

Title Guaranty Policy

Other: AFFIDAVIT OF HEIRSHIP - VOLUME 4082, PAGE 0501  
JOSE M. CASANOVA, et al

The above parcel was obtained for MITCHELL/WELLINGTON/NOGALITOS/MARGIL and RIPFORD STREET RECONSTRUCTION.

Ordinance No.: 64972, Date: 5/7/87

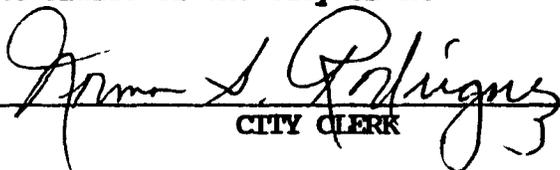
REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: \_\_\_\_\_

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

The Office of the City Clerk

  
CITY CLERK

1420556

/s/ 4/30/87

Project: Mitchell/Wellington/Nogalitos/  
Margil/Ripford Street Re-  
construction

Return to:

Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

Parcel: 11777

WARRANTY DEED  
\* \* \* \* \*

STATE OF TEXAS  
COUNTY OF BEXAR

KNOW ALL MEN BY THESE PRESENTS:

THAT, CONNIE C. GARCIA, a married woman, dealing in her sole and separate property, MANUEL F. CASANOVA, a married man, dealing in his sole and separate property, and JOE A. CASANOVA, a married man, dealing in his sole and separate property, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of SEVEN HUNDRED AND FIFTY AND NO/100 (\$750.00), DOLLARS to them in hand paid by the "GRANTEE", and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as GRANTEE, a municipal corporation, of the County of Bexar, State of Texas, 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:

Lots 2 and 3, Block 1, New City Block 6080, CONNERS GROVE, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 368, Page 22, Deed and Plat Records of Bexar County, Texas; being more particularly described in Exhibit "A", attached hereto and made a part hereof.

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.

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 GRANTORS hereby bind themselves, their 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 the 29th day of May, A.D., 1987.

07/16/87 174237 800500

\$9.00 Y 1

159

Connie C. Garcia  
CONNIE C. GARCIA, a married woman, dealing  
in her sole and separate property

Manuel F. Casanova  
MANUEL F. CASANOVA, a married man, dealing  
in his sole and separate property

Joe A. Casanova  
JOE A. CASANOVA, a married man, dealing in  
his sole and separate property

4082 0810516

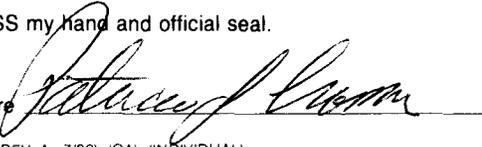
STATE OF CALIFORNIA )  
COUNTY OF Los Angeles ) ss.

On May 29, 1987, before me, the undersigned, a Notary Public in and for  
said State, personally appeared Joe A. Casanova

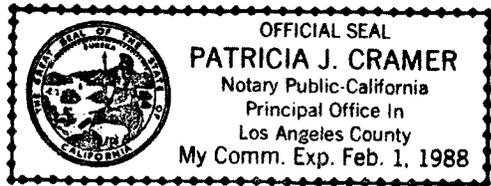
personally known to me (or proved to me on the basis of  
satisfactory evidence) to be the person<sup>X</sup> whose name<sup>X</sup>  
is/~~are~~ subscribed to the within instrument and acknowledged  
to me that he/~~she/they~~<sup>X</sup> executed the same.

WITNESS my hand and official seal.

Signature



SF-423-4 (REV. A - 7/82) (CA) (INDIVIDUAL)



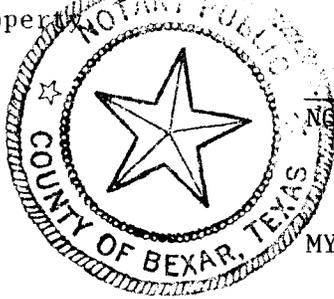
(This area for official notarial seal)

4082 210518

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 23rd day of June, 1987, by CONNIE C. GARCIA, a married woman, dealing in her sole and separate property.



[Signature]  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 03-19-88

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on this the 18th day of June, 1987 by MANUEL F. CASANOVA, a married man, dealing in his sole and separate property.

[Signature]  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 11/16/87

California  
STATE OF ~~TEXAS~~  
COUNTY OF ~~BEXAR~~  
Los Angeles

This instrument was acknowledged before me on this the 29th day of May, 1987 by JOE A. CASANOVA, a married man, dealing in his sole and separate property.

[Signature]  
NOTARY PUBLIC in and for the State of  
California T-E-X-A-S-

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

4082 3410517

Somerville~Gonzales  
& Associates

12103 Jones Maltzberger  
P.O. Box 16631  
San Antonio, Texas 78216  
(512) 496-6066

Metes and bounds description of 0.008 acres (340.0 sq. ft.) of land out of Lot 2 and Lot 3, N.C.B. 6080, Mitchell Place Subdivision, San Antonio, Bexar County, Texas:

- BEGINNING:** At the northwest corner of the herein described tract, said corner being the northwest corner of the above mentioned Lot 3, said point also being the point of intersection of the east R.O.W. line of Conner Street and the south R.O.W. line of W. Mitchell Street;
- THENCE:** S 84 deg 31 min 30 sec E, 68.00 feet, along the north boundary of the herein described tract, the north boundary of Lot 3 and Lot 2, and the south R.O.W. line of W. Mitchell Street to the northeast corner of the the herein described tract, said corner also being the northeast corner of Lot 2;
- THENCE:** S 05 deg 28 min 30 sec W, 5.00 feet, along the east boundary of the herein described tract and the east boundary of Lot 2 to the southeast corner of the herein described tract;
- THENCE:** N 84 deg 31 min 30 sec W, 68.00 feet, along the south boundary of the herein described tract and along the proposed south R.O.W. line of W. Mitchell Street to a point on the west boundary of Lot 2 and Lot 3, said point also being a point on the east R.O.W. line of Conner Street;
- THENCE:** N 05 deg 28 min 30 sec E, 5.00 feet, along the west boundary of the herein described tract, the west boundary of Lot 3, and the east R.O.W. line of Conner Street to the point of beginning and containing 0.008 acres (340.0 sq. ft.) of land more or less.

I hereby certify that the above metes and bounds are true and correct according to an actual survey made on the ground.

  
Paul A. Wilkinson, R.P.S. No. 4103  
Job No. 86-08-010  
February 17, 1986

Owner of Record: Casanova, Joe M.



EXHIBIT "A"

RECEIVED  
MAR 14 1986

REAL ESTATE DIVISION

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS )

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

JUL 17 1987



*Robert A. Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

*[Handwritten signature]*

FILED IN MY OFFICE  
ROBERT A. GREEN  
COUNTY CLERK BEXAR CO.

1987 JUL 16 AM 8 33

4082 PAGE 0520

1428551

07/16/87

Parcel: 11777

Return to:

Project: Mitchell/Wellington/Nogalitos/  
Margil/Ripford Street Recon-  
struction

**Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285**

**AFFIDAVIT OF HEIRSHIP**

STATE OF TEXAS

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF BEXAR

BEFORE ME the undersigned authority, on this day personally appeared BEATRICE FLORES and PURA FLORES, known to me to be credible persons and by me duly sworn, upon their oaths depose and say:

THAT each was personally acquainted with JOSE M. CASANOVA and CONCEPCION CASANOVA during their lifetime and know their family history.

THAT JOSE M. CASANOVA was born in Greytown, Bexar County, Texas.

THAT CONCEPCION CASANOVA was born in Greytown, Bexar County, Texas.

THAT JOSE M. CASANOVA and CONCEPCION CASANOVA were married on April 24, 1926 in San Antonio, Texas.

THAT there were three (3) children born as issue of said marriage, CONNIE C. GARCIA, JOE A. CASANOVA and MANUEL CASANOVA, who are still living, and that the said JOSE M. CASANOVA and CONCEPCION CASANOVA never adopted any child or child and was any child or children taken into their home for the purpose of adoption.

THAT the said JOSE A. CASANOVA, departed this life in San Antonio, Texas on February 18, 1969. (He died intestate.)

THAT the said CONCEPCION CASANOVA, departed this life in San Antonio, Texas on August 6, 1956. (She died intestate.)

THAT the estate of JOSE M. CASANOVA and CONCEPCION CASANOVA, was too small for any federal estate taxes or Texas Inheritance taxes to be required or due.

07/16/87 174237 800495

\$5.00 Y 1

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4082 10501

THAT said administration was held on the estate of JOSE M. CASANOVA and CONCEPCION CASANOVA, and none is necessary, and that all of their just debts have been paid and discharged.

WITNESS my hand this the 13 day of APRIL, 1987.

Beatrice Flores  
BEATRICE FLORES

Pura Flores  
PURA FLORES

SUBSCRIBED AND SWORN TO, before me by the said BEATRICE FLORES and PURA FLORES, on this the 13 day of APRIL, 1987, to certify which WITNESS MY HAND AND SEAL OF OFFICE.

[Signature]  
Notary Public in and for the State of  
TEXAS  
MY COMMISSION EXPIRES: 11/20/90

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this the 13 day of APRIL, 1987 by BEATRICE FLORES.

[Signature]  
Notary Public in and for the State of  
TEXAS  
MY COMMISSION EXPIRES: 11/20/90

STATE OF TEXAS  
COUNTY OF BEXAR

This instrument was acknowledged before me on this the 13 day of APRIL, 1987 by PURA FLORES.

[Signature]  
Notary Public in and for the State of  
TEXAS  
MY COMMISSION EXPIRES: 11/20/90

4082-0502

WILLIAM W. WILHELM  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

1987 JUL 16 AM 8 30

Any provision herein which restricts the sale, rental or use of the described real property because of color or race is invalid and unenforceable under Federal Law. THE STATE OF TEXAS ) COUNTY OF BEXAR )

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

JUL 17 1987

*MSW*



*Robert D. Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

4082 400503

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK

RE: Parcel No. 11752

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

98 MAY 22 AM 10:07

Deed - VOLUME 4082, PAGE 0512

Easement

Title Guaranty Policy

Other: ADRIAN PRECIADO, et al

The above parcel was obtained for MITCHELL STREET RECONSTRUCTION

Ordinance No.: 64972, Date: 5/7/87

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: \_\_\_\_\_

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

The Office of the City Clerk

*Anna S. Rodriguez*  
CITY CLERK

1428555

/gl 4/30/87

Project: Mitchell/Wellington/Nogalitos/  
Margil/Ripford Street Re-  
construction

RETURN TO:

Parcel: 11752

Right of Way Acquisition  
City of San Antonio  
P. O. Box 9066  
San Antonio, TX 78285

WARRANTY DEED

\* \* \* \* \*

STATE OF TEXAS }  
                                  {  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, ADRIAN PRECIADO and wife, MARIA DEL CARMEN PRECIADO, and EULOGIO PRECIADO, a single man, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of FIVE HUNDRED AND NO/100 (\$500.00), DOLLARS to them in hand paid by the "GRANTEE", and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as GRANTEE, a municipal corporation, of the County of Bexar, State of Texas, 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:

A parcel of land out of Lots 7 and 8, New City Block 6479, MITCHELL PLACE, in the City of San Antonio, Bexar County, Texas, according to the plat thereof recorded in Volume 642, Page 77, Deed and Plat Records of Bexar County, Texas, being more particularly described by metes and bounds as shown on Exhibit "A", attached hereto and made a part thereof.

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.

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 GRANTORS hereby bind themselves, their 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 the 7 day of July, A.D., 1987.

Adrian Preciado  
ADRIAN PRECIADO

Maria del Carmen Preciado  
MARIA DEL CARMEN PRECIADO

Eulogio Preciado U  
EULOGIO PRECIADO, a single man

04082 REC0512

07/16/87 174237 800499

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 7 day of July, 1987 by ADRIAN PRECIADO and wife, MARIA DEL CARMEN PRECIADO.

J. M. DICE

J. M. Dice  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 11/20/90

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 7 day of July, 1987 by EULOGIO PRECIADO, a single man.

J. M. DICE

J. M. Dice  
NOTARY PUBLIC in and for the State of  
T E X A S

MY COMMISSION EXPIRES: 4/20/90

4082 40513

Somerville~Gonzales  
& Associates  
12103 Jones Maltzberger  
P.O. Box 16631  
San Antonio, Texas 78216  
(512) 496-6066

Metes and bounds description of 0.006 acres (250.0 sq. ft.) of land out of Lot 7 and Lot 8, N.C.B. 6479, Mitchell Place Subdivision, San Antonio, Bexar County, Texas:

BEGINNING: For reference at the point of intersection of the east R.O.W. line of Conner Street and the north R.O.W. line of W. Mitchell Street;

THENCE: S 84 deg 31 min 30 sec E, 150.00 feet, along the north R.O.W. line of W. Mitchell Street to the southwest corner and point of beginning of the herein described tract, said corner also being the southwest corner of the above mentioned Lot 7;

THENCE: N 05 deg 28 min 30 sec E, 5.00 feet, along the west boundary of the herein described tract and along the west boundary of Lot 7 to the northwest corner of the the herein described tract;

THENCE: S 84 deg 31 min 30 sec E, 50.00 feet, along the north boundary of the herein described tract and along the proposed north R.O.W. line of W. Mitchell Street to the northwest corner of the herein described tract, said corner being a point on the east boundary of Lot 8;

THENCE: S 05 deg 28 min 30 sec W, 5.00 feet, along the east boundary of the herein described tract and along the east boundary of Lot 8 to the southeast corner of the herein described tract, said corner also being the southeast corner of Lot 8, and said corner also being a point on the north R.O.W. line of W. Mitchell Street;

THENCE: N 84 deg 31 min 30 sec W, 50.00 feet, along the south boundary of the herein described tract, the south boundary of Lot 8 and Lot 7, and the north R.O.W. line of W. Mitchell Street to the point of beginning and containing 0.006 acres (250.0 sq. ft.) of land more or less.

I hereby certify that the above metes and bounds are true and correct according to an actual survey made on the ground.

Paul A. Wilkinson, R.P.S. No. 4103  
Job No. 86-08-010  
February 17, 1986



Owner of Record: Preciado, Adrian and Eulogio

EXHIBIT "A"



REAL ESTATE DIVISION

4082-0514

FILED BY CLERK  
ROBERT L. GREEN  
COUNTY CLERK, BEXAR CO.

1987 JUL 16 AM 8 31

Any provision herein which restricts the sale, rental or use of the described real property because of color of title is invalid and unenforceable under Federal Law. THE STATE OF TEXAS ) COUNTY OF BEXAR

I hereby certify that this instrument was FILED in Wife Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

JUL 17 1987



*Robert L. Green*  
COUNTY CLERK BEXAR COUNTY TEXAS

4082 20010515