

AN ORDINANCE 52945

AUTHORIZING EXPENDITURE OF THE SUM OF \$20,140.00 OUT OF REVENUE SHARING FUNDS FOR THE PURPOSE OF ACQUIRING TITLE TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF TITLE TO CERTAIN LANDS; ALL TO BE USED IN CONNECTION WITH CERTAIN RIGHT-OF-WAY PROJECTS AND AUTHORIZING THE CITY MANAGER TO EXECUTE A RELEASE OF EASEMENT.

\* \* \* \* \*

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

SECTION 1. Payment of the sum of \$20,140.00 is hereby authorized out of Revenue Sharing Fund #27-01000, Index Code #247296, in connection with the Dowdy Street Drainage Project #255, payable as follows:

- A. The sum of \$18,000.00 payable to First American Title Company as escrow agent for H. P. Castillo, et ux for title to all of Lot 15, Block 4, N.C.B. 2934. - Parcel 9353.
- B. The sum of \$2,140.00 payable to First American Title Company as escrow agent for Guadalupe Gutierrez, et ux for title to part of Lot 75, N.C.B. 2590. - Parcel 9354.

SECTION 2. The following dedication in connection with the Ansley Blvd. to Petaluma Street Drainage Project is hereby accepted:

- A. A Dedication Deed from Robert O. Simmons and wife, Nellie M. Simmons for title to part of Lot 10-A, N. C. B. 11155. - Misc. Easements & Dedications.

SECTION 3. The City Manager is hereby authorized to execute a Release of Easement in connection with the Anderson Street Drainage Project, as follows:

- A. A Release of Easement to Johnnie Mae Wilson and husband, Aaron Wilson being out of Lot 24, N.C.B. 1518. - Misc. Easement and Dedications.

SECTION 4. Copies of the foregoing instruments of coveyance are attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this 30<sup>th</sup> day of October, 1980.

ATTEST: Prima S. Rodriguez  
City Clerk

Lila Cockrell  
MAYOR

APPROVED AS TO FORM:

APPROVED AS TO FUNDS:

for [Signature] Gentry  
CITY ATTORNEY

Carl L. White  
DIRECTOR OF FINANCE

DISTRIBUTION

AVIATION	
BUDGET & RESEARCH	1
BUILDING & ZONING	
CITY WATER BOARD	
CITIZEN ACTION & PUBLIC INFORMATION	
COMMERCIAL RECORDER	
CONVENTION BUREAU	
CONVENTION CENTER	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
EQUAL EMPLOYMENT OPPORTUNITY	
FINANCE DIRECTOR	
ASSESSOR	1
CONTROLLER	1
TREASURY DIVISION	
FINANCE - GRANT SECTION	1
INTERNAL AUDIT	
PROPERTY RECORDS	
FIRE CHIEF	
HEALTH DIRECTOR	
HEMISFAIR PLAZA	
HUMAN RESOURCES	
LEGAL - CITY ATTORNEY	
LIBRARY DIRECTOR	
MARKET SQUARE	
MUNICIPAL COURTS	
PARKS & RECREATION DEPT.	
PERSONNEL DIRECTOR	
PLANNING	
POLICE CHIEF	
PRESS ROOM	
PUBLIC WORKS DIRECTOR	1
ENGINEERING DIVISION <i>Attn: Central Mapping</i>	1
ENGINEERING - SEWERS	
RIGHT OF WAY & LAND ACQUISITION	1
PURCHASING	
TRAFFIC & TRANSPORTATION	

ITEM NO. 10.  
 DATE: OCT 30 1980

MEETING OF THE CITY COUNCIL

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

ORD. NO. 52945 ZONING CASE \_\_\_\_\_

RFSOL. \_\_\_\_\_ PETITION \_\_\_\_\_

COUNCIL MEMBER	ROLL CALL	AYE	NAY
HENRY G. CISNEROS PLACE 1			
JOE WEBB PLACE 2			
HELEN DUTMER PLACE 3			
FRANK D. WING PLACE 4			
BERNARDO EURESTE PLACE 5			
BOB THOMPSON PLACE 6			
JOE ALDERETE, JR. PLACE 7			
GENE CANAVAN PLACE 8			
VAN ARCHER PLACE 9			
JOHN STEEN PLACE 10			
LILA COCKRELL PLACE 11 (MAYOR)			

**80-54**

**CONSENT**

**AGENDA**

/le

TO: City Attorney

DATE: September 29, 1980

FROM: R.O.W. & LAND ACQUISITION

SUBJECT: Ordinance to be placed on agenda of October 16th

Parcel: 9353

Project: Dowdy Street Drainage #255

1. Amount to appropriate (or authorize payment): \$18,000.00
2. Title Company, as escrow agent: First American
3. Account or Fund: Revenue Sharing Fund #27-010003

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

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

cc: To Finance (When funds involved).

R.O.W. & LAND ACQUISITION

BY: Loch W. Covington

le.  
nn 8/21/80

Parcel: 9353

Project: Dowdy Street Drainage  
#255

SALES AGREEMENT

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

That ~~XX~~we, H. P. CASTILLO and LUCY L. CASTILLO

as seller, for and in consideration of the agreed purchase price of  
(\$ 18,000.00 ) DOLLARS, and upon the terms and conditions hereof,  
contract to grant, sell and convey by general warranty deed to the City  
of San Antonio, 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 sit-  
uated within the corporate limits of the City of San Antonio, Bexar  
County, Texas, to-wit:

Being 0.109 acres of land or all of Lot 15, Block 4, N.C.B. 2934, San Antonio, Bexar  
County, Texas, said parcel being more particularly described by metes and bounds as  
follows:

BEGINNING at an iron pin set at the northwest corner of the intersection of Lambert  
Street (a 50' right-of-way) and Dowdy Street (a 25' right-of-way);

THENCE, north 69° 35' 00" west, a distance of 43.00 feet to an iron pin;

THENCE, north 20° 26' 07" east, a distance of 111.10 feet to an iron pin;

THENCE, south 67° 24' 20" east, a distance of 43.00 feet to an iron pin;

THENCE, south 20° 25' 09" west, a distance of 109.47 feet to the point of beginning.

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

The agreed purchase price includes full accord, satisfaction and  
compensation for all demands and damages to the remaining premises of  
the 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 surren-  
der possession of the above described premises to the buyer not later than  
90 days after the date of the delivery of such deed.

The agreed purchase price is payable \$ 16,200.00, at the time of  
the delivery of such deed and \$ 1,800.00, 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 90 days of the date of the delivery of such deed, the seller agrees that the buyer may retain such amount of \$ 1,800.00 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 or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 19th day of September, A. D., 1980.

/s/ H. P. Castillo  
H. P. CASTILLO

/s/ Lucy L. Castillo  
LUCY L. CASTILLO

WITNESS:

/s/ Douglas R. Wood

ACCEPTED.

CITY OF SAN ANTONIO  
By:

CHIEF, R.O.W. & LAND ACQUISITION

/le

TO: City Attorney

DATE: September 29, 1980

FROM: R.O.W. & LAND ACQUISITION

SUBJECT: Ordinance to be placed on agenda of October 16th

Parcel: 9354

Project: Dowdy Street Drainage #255

1. Amount to appropriate (or authorize payment): \$2,140.00
2. Title Company, as escrow agent: First American
3. Account or Fund: Revenue Sharing Fund #27-010003

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

cc: To Finance (When funds involved).

R.O.W. & LAND ACQUISITION

BY: Jack W. Cornta

le

nn 8/21/80

Parcel: 9354

Project: Dowdy Street Drainage #258

SALES AGREEMENT

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

That I/we, **GUADALUPE GUTIERREZ and wife, SUSIE A. GUTIERREZ**

as seller, for and in consideration of the agreed purchase price of

(\$ 2,140.00 ) 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 0.098 acres of land out of Lot 75, M.C.B. 2590, San Antonio, Bexar County, Texas, said parcel being more particularly described by metes and bounds as follows:

Commencing at a point for reference at an iron pin set at the southwest corner of the intersection of Helena Street (a 50 foot right-of-way) and Dowdy Street (a 25 foot right-of-way);

Thence, south 20° 25' 09" west, a distance of 99.50 feet to an iron pin and the point of beginning;

Thence, south 20° 25' 09" west, a distance of 98.78 feet to an iron pin;

Thence, north 67° 24' 20" west, a distance of 43.00 feet to an iron pin;

Thence, north 18° 38' 06" east, a distance of 94.20 feet to an iron pin;

Thence, south 73° 18' 38" east, a distance of 46.00 feet to an iron pin and the point of beginning.

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

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the 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 \$ 2,140.00, at the time of the delivery of such deed and \$ 0, 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 of \$ 0- 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 or any other source discloses any defects in said title which in the opinion of the buyer cannot be cured in a reasonable time, then the buyer, in lieu of completing the purchase of said property, may proceed to acquire the same by condemnation. The Seller agrees, as an independent stipulation, to such condemnation upon payment of just compensation, which shall be the purchase price above stated, which price the Seller hereby declares to be the fair market value of their interest in said property.

EXECUTED this the 17th day of September, A. D., 1980.

/s/ Guadalupe Gutierrez  
**GUADALUPE GUTIERREZ**

/s/ Susie A. Gutierrez  
**SUSIE A. GUTIERREZ**

WITNESS:

/s/ Douglas R. Wood

ACCEPTED.

CITY OF SAN ANTONIO  
By:

CHIEF, R.O.W. & LAND ACQUISITION

/le

TO: City Attorney

DATE: September 29, 1980

FROM: R.O.W. & LAND ACQUISITION

SUBJECT: Ordinance to be placed on agenda of October 16th

Parcel: Misc. Easements & Dedications

Project: Ansley Blvd. to Petaluma St. Drainage

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

Special Instructions: Accepting a Dedication Deed per copy attached.

cc: To Finance (When funds involved).

R.O.W. & LAND ACQUISITION

BY: Jack W. Covington

/le  
na 7/17/80

Parcel: Misc. Easements & Dedications  
Project: Ansley-Petaluma Drainage

DEDICATION

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

THAT, ROBERT O. SIMMONS and wife, NELLIE M. SIMMONS

hereinafter called the Grantor(s) hereby declare our intention to make a Dedication, and we do hereby GRANT, CONVEY and DEDICATE, to the City of San Antonio, for and in consideration of the benefits which will accrue to Grantor(s), to Grantor's other property and to the public generally, the following described parcel of land:

A 0.474 acre portion of a 0.772 acre drainage and access easement from the south portion of Lot 10-A, N.C.B. 11185, Harlandale Acres Tract #6. Recorded in Volume 642, Page 282 of the Plat Records of Bexar County, Texas and being more particularly described as follows:

COMMENCING at an iron pin set at the northwest corner of Lot 10-A, N.C.B. 11185, said point being also on the south line of Petaluma, a distance of 728 feet from the east line of Pleasanton Road, and then turning South 01° 00' 00" East, a distance of 365.03 feet to a point marked by an iron pin, said point being along the west line of Lot 10-A, and its intersection with the north line of the south portion of Lot 10-A, and the point of beginning for this 0.474 acre portion of a 0.772 acre drainage and access easement;

THENCE: Continuing South 01° 00' 00" East, a distance of 45' to an angle point;

THENCE: North 89° 10' 40" East, a distance of 96.09' to an angle point;

THENCE: South 00° 58' 44" East, a distance of 294.345' to a point, said point being also on the south line of Lot 10-A which is also the north line of Ansley Blvd;

THENCE: East, a distance of 48.01' along and with the north line of Ansley Blvd. to a point, said point being also the most southeasterly corner of Lot 10-A;

THENCE: North 00° 58' 44" West, a distance of 340.036' along and with the east line of Lot 10-A to a point marked by an iron pin, said point being also the intersection of said line with the north line of the south portion of Lot 10-A;

THENCE: South 89° 10' 40" West, a distance of 144.1' along and with the north line of the south portion of Lot 10-A to a point, said point being on the west line of Lot 10-A, and the point of beginning.

TO HAVE AND TO HOLD the above-described property and rights therein unto the said City of San Antonio, its successors and assigns, forever.

Together with all the right, title, claim and interest whatsoever of Grantor(s), and ourselves/heirs, 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 hand(s) this 23rd day of August, A.D., 19 80

/s/ Robert O. Simmons  
ROBERT O. SIMMONS

/s/ Nellie M. Simmons  
NELLIE M. SIMMONS

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared **ROBERT O. SIMONS and wife, NELLIE M. SIMONS**, known to me to be the person whose name ~~is~~ are subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

Given under my hand and seal of office this 23rd day of August, A.D., 1980.

/s/ John Daniel Shaffer  
Notary Public in and for Bexar County,  
T E X A S

(My Commission expires: 18 May 1984.)

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ of \_\_\_\_\_, a corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said \_\_\_\_\_, a corporation, and that he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

Given under my hand and seal of office this \_\_\_\_\_ day of \_\_\_\_\_, A.D., 19 \_\_\_\_\_.

\_\_\_\_\_  
Notary Public in and for Bexar County,  
T E X A S

/le

TO: City Attorney

DATE: September 29, 1980

FROM: R.O.W. & LAND ACQUISITION

SUBJECT: Ordinance to be placed on agenda of October 16th  
Parcel: Misc. Easements & Dedications  
Project: Anderson Street Release of Easement

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

Special Instructions: Authorizing the City Manager to execute a Release of Easement.

cc: To Finance (When funds involved).

R.O.W. & LAND ACQUISITION

BY: Jack W. Corrington

RELEASE OF EASEMENT  
\*\*\*\*\*

STATE OF TEXAS |  
COUNTY OF BEXAR |

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, by instrument dated October 23, 1942, of record in Volume 1933, Page 281 of the Deed Records of Bexar County, Texas, Albert Hirschfeld, Buell W. Smith and Pearl O. Smith granted to the City of San Antonio an easement for the purpose of constructing, maintaining, operating and renouncing a Public Drainage and upon the following property, to wit:

A tract of land six feet wide, the west boundary of which is the west line of Lot 24, New City Block 1518 and extending from the north line of said Lot 24 to its south line.

WHEREAS, the CITY OF SAN ANTONIO, TEXAS has relocated said drainage and desires to release unto JOHNNIE MAE WILSON and husband, AARON WILSON, the easement described above;

NOW, THEREFORE, in consideration of the premises, the CITY OF SAN ANTONIO, TEXAS, acting by and through \_\_\_\_\_ City Manager, pursuant to Ordinance number \_\_\_\_\_, dated the \_\_\_\_\_ day of \_\_\_\_\_, 1980, duly passed by the City Council of said City, hereby releases all right, title and interest that it has in and to said premises by virtue of said easement; SAVE AND EXCEPT, however, that the City of San Antonio hereby retains any and all portions of the above described easement lying within any public street right of way and/or other easement(s) granted the City of San Antonio, either by instrument or by platting, subsequent to October 23, 1942.

EXECUTED this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

CITY OF SAN ANTONIO

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

STATE OF TEXAS |  
COUNTY OF BEXAR |

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_ City Manager of the City of San Antonio, Texas, a municipal corporation, known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed and as the act and deed of the City of San Antonio, Texas, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this \_\_\_\_\_ day of \_\_\_\_\_, 1980.

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

Re: Parcel No. Misc. Easements &  
Dedications

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

- Deed  
 Easement  
 Title Guaranty Policy  
 Other: DEDICATION - Vol. 2143, Page 393

Robert O. Simmons, et ux

The above parcel was obtained for Ansley - Petaluma Drainage project.

Ordinance No. 52945, Dated: October 30, 1980

R.O.W. & LAND ACQUISITION

By: JACK W. CURINGTON

Date: January 23, 1981

Filed \_\_\_\_\_ (date) in

the Office of the City Clerk

[Signature]  
City Clerk

/le  
nn 7/17/80

**DEED**

Parcel: Misc. Easements & Dedications

15-13-00 Project: Ansley-Petaluma Drainage

**237444**

**DEDICATION**

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

KNOW ALL MEN BY THESE PRESENTS: xxx

THAT, ROBERT O. SIMMONS and wife, NELLIE M. SIMMONS

hereinafter called the Grantor(s) hereby declare our intention to make a Dedication, and we do hereby GRANT, CONVEY and DEDICATE, to the City of San Antonio, for and in consideration of the benefits which will accrue to Grantor(s), to Grantor's other property and to the public generally, the following described parcel of land:

A 0.474 acre portion of a 0.772 acre drainage and access easement from the south portion of Lot 10-A, N.C.B. 11155, Harlandale Acres Tract #6. Recorded in Volume 642, Page 282 of the Plat Records of Bexar County, Texas and being more particularly described as follows:

COMMENCING at an iron pin set at the northwest corner of Lot 10-A, N.C.B. 11155, said point being also on the south line of Petaluma, a distance of 728 feet from the east line of Pleasanton Road, and then turning South 01° 00' 00" East, a distance of 265.03 feet to a point marked by an iron pin, said point being along the west line of Lot 10-A, and its intersection with the north line of the south portion of Lot 10-A, and the point of beginning for this 0.474 acre portion of a 0.772 acre drainage and access easement;

THENCE: Continuing South 01° 00' 00" East, a distance of 45' to an angle point;

THENCE: North 89° 10' 40" East, a distance of 96.09' to an angle point;

THENCE: South 00° 58' 44" East, a distance of 294.345' to a point, said point being also on the south line of Lot 10-A which is also the north line of Ansley Blvd;

THENCE: East, a distance of 48.01' along and with the north line of Ansley Blvd. to a point, said point being also the most southeasterly corner of Lot 10-A;

THENCE: North 00° 58' 44" West, a distance of 340.036' along and with the east line of Lot 10-A to a point marked by an iron pin, said point being also the intersection of said line with the north line of the south portion of Lot 10-A;

THENCE: South 89° 10' 40" West, a distance of 144.1' along and with the north line of the south portion of Lot 10-A to a point, said point being on the west line of Lot 10-A, and the point of beginning.

TO HAVE AND TO HOLD the above-described property and rights therein unto the said City of San Antonio, its successors and assigns, forever.

Together with all the right, title, claim and interest whatsoever of Grantor(s), and ourselves, our heirs, 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 hand(s) this 23rd day of August, A.D., 19 80

# *John Daniel Shaffer*  
JOHN DANIEL SHAFFER  
NOTARY, COMMISSION EXPIRES  
18 May 1984  
Bexar County

*Robert O. Simmons*  
ROBERT O. SIMMONS  
*Nellie M. Simmons*  
NELLIE M. SIMMONS

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared  
ROBERT O. SIMMONS and wife, NELLIE M. SIMMONS , known to me to be the  
persons whose names ~~is~~ are subscribed to the foregoing instrument, and ac-  
knowledged to me that he executed the same for the purposes and considera-  
tion therein expressed.

Given under my hand and seal of office this 23rd day of August  
A.D. 1980.

*John Daniel Shaffer*  
JOHN DANIEL SHAFFER  
Notary Public in and for Bexar County,  
T E X A S

(My Commission expires: L\* 18 May 1984.)

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

~~BEFORE ME, the undersigned authority, on this day personally appeared  
of  
, a corporation, known to me to be the person and  
officer whose name is subscribed to the foregoing instrument and acknowledged  
to me that the same was the act of the said  
, a corporation, and that he executed the  
same as the act of such corporation for the purposes and consideration there-  
in expressed, and in the capacity therein stated.~~

Given under my hand and seal of office this day of  
A.D., 19 .

Notary Public in and for Bexar County,  
T E X A S

RETURN TO:  
R.O.W. & LAND ACQ.  
DEPT. - SAN ANTONIO, TEXAS 78285

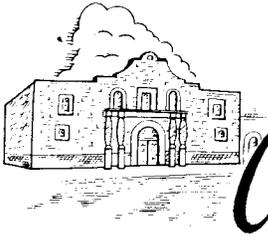
1980 NOV 13 PM 3 07  
FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.

NOV 14 1980  
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 said County of Bexar County, Texas on



DEDICATION

City#114912 HE



Nº 69395

# Alamo TITLE COMPANY

107 EAST TRAVIS STREET - SAN ANTONIO, TEXAS 78205

## OWNER POLICY OF TITLE INSURANCE

ALAMO TITLE 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, nor in any case, unless the Company shall be actually prejudiced by such failure.

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

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

Attest:

P. Wilson  
Secretary

ALAMO TITLE COMPANY

By Alex H. Hall  
President

# Alamo TITLE COMPANY

## SCHEDULE A

File # 114912

Owner Policy No. 59188-X

Date of Policy: November 13, 1980

Name of Insured: CITY OF SAN ANTONIO

Amount: FIVE THOUSAND ONE HUNDRED SIXTY DOLLARS AND NO/100 - (\$5,160.00)

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

A parcel of land containing 0.474 acres out of Arbitrary Lot 10-A, said Lot 10-A being the West 2 acres out of original Lot 10, New City Block 11155, HARLANDALE ACRE TRACT NO. 6, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 642, Page 282, Deed and Plat Records of Bexar County, Texas, said 0.474 acres being more particularly described in Exhibit "A", attached hereto and made a part hereof.

## SCHEDULE B

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

1. Restrictive covenants affecting the land described or referred to above.
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 79 and subsequent years for subsequent assessments for prior years due to change in land usage or ownership for the City of San Antonio and State and County and Harlandale Independent School District.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s):

N  
O  
N  
E

5. Rights of parties in possession.

FIELD NOTES FOR A 0.474 ACRE PORTION OF A 0.772 ACRE DRAINAGE AND ACCESS EASEMENT FROM THE SOUTH PORTION OF LOT 10-A, NCB 11155, HARLANDALE ACRES TRACT #6. RECORDED IN VOLUME 642, PAGE 282 OF THE PLAT RECORDS OF BEXAR COUNTY, TEXAS BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

Commencing at an iron pin set at the northwest corner of Lot 10-A, NCB 11155, said point being also on the south line of Petaluma, a distance of 728 feet from the east line of Pleasanton Road, and then turning South  $01^{\circ} 00' 00''$  East, a distance of 265.03 feet to a point marked by an iron pin, said point being along the west line of Lot 10-A and its intersection with the north line of the south portion of Lot 10-A, and the point of beginning for this 0.474 acre portion of a 0.772 acre drainage and access easement;

THENCE: Continuing South  $01^{\circ} 00' 00''$  East, a distance of 45' to an angle point.

THENCE: North  $89^{\circ} 10' 40''$  East, a distance of 96.09' to an angle point.

THENCE: South  $00^{\circ} 58' 44''$  East, a distance of 294.345' to a point, said point being also on the south line of lot 10-A which is also the north line of Ansley Blvd.

THENCE: East, a distance of 48.0' along and with the north line of Ansley Blvd. to a point, said point being also the most southeasterly corner of lot 10-A.

THENCE: NORTH  $00^{\circ} 58' 44''$  West, a distance of 340.036' along and with the east line of lot 10-A to a point marked by an iron pin, said point being also the intersection of said line with the north line of the south portion of lot 10-A.

THENCE: South  $89^{\circ} 10' 40''$  West, a distance of 144.1' along and with the north line of the south portion of lot 10-A to a point, said point being on the west line of lot 10-A, and the point of beginning for this 0.474 acre "L" shaped portion of a 0.772 acre drainage and access easement.

RECEIVED  
JUN 13 1880.

ROY. & LAND ACQ. DEPT.

*Alamo* TITLE COMPANY

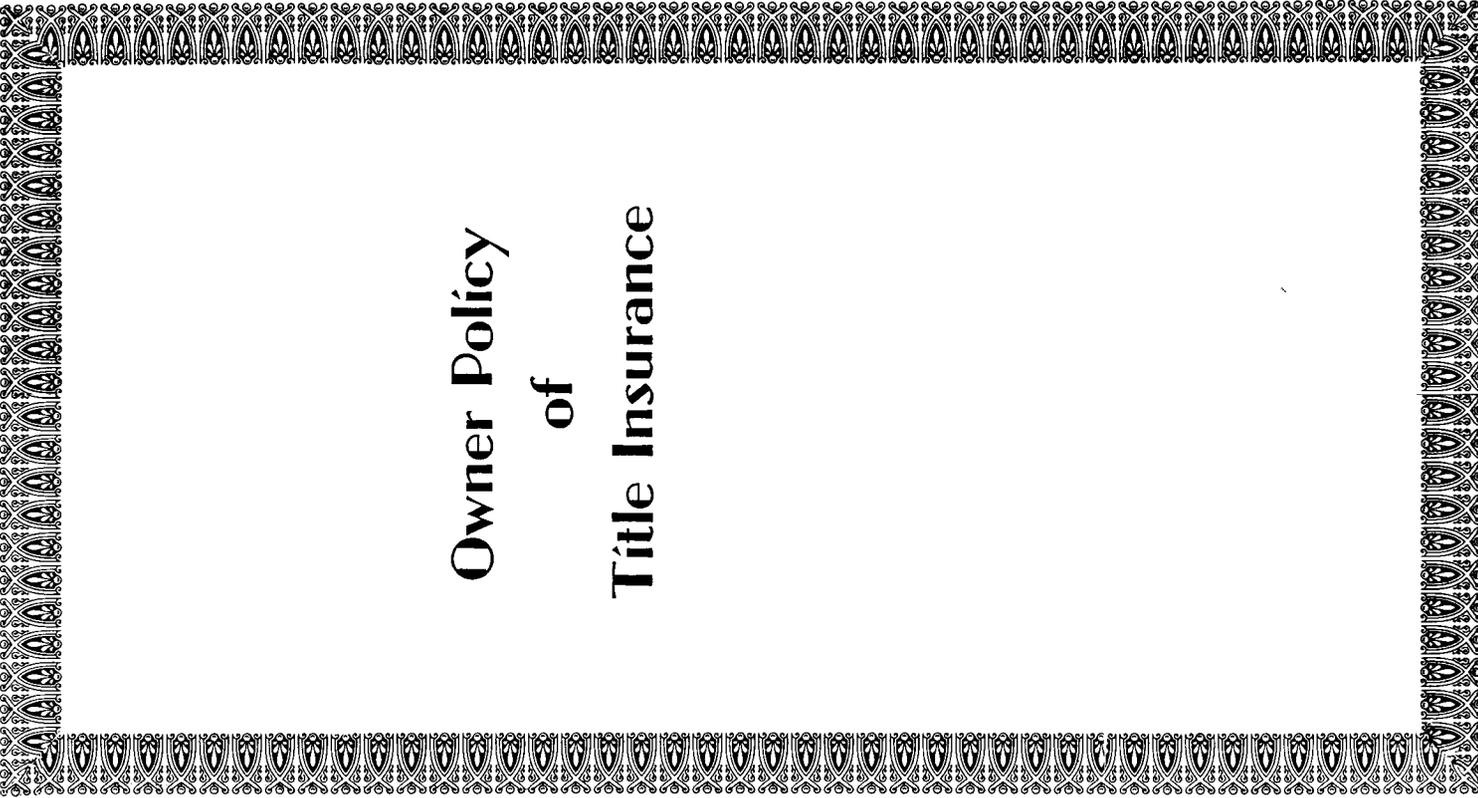
Countersigned at

ALAMO TITLE AGENCY, INC.

SAN ANTONIO, TEXAS

*Herminda Trevino*  
Authorized Countersignature

gea  
Trevino



**Owner Policy  
of  
Title Insurance**