/gl 02/13/92

AN ORDINANCE 75353

AUTHORIZING THE EXPENDITURE OF THE SUM OF $81,933.50 OUT OF VARIOUS FUNDS; ACQUIRING TITLE TO TWO PARCELS AND ACQUIRING ONE EASEMENT IN CONNECTION WITH THE VILLARREAL - CLARK TO MOZART PROJECT; ACQUIRING TITLE TO ONE PARCEL IN CONNECTION WITH THE BRIGHTON PARK SUBDIVISION, UNIT NO. 1; AND ACQUIRING TITLE TO ONE PARCEL IN CONNECTION WITH THE NORTH FLORES #35, PHASE I, 35Y, MYRTLE STREET PROJECT.

* * * * * * * * * * * * * * * * *

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

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

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

SECTION 1. The sum of $705.50 is hereby authorized to be expended out of Fund #26-013, Project #013172, Index Code #441378, in connection with the VILLARREAL - CLARK TO MOZART PROJECT, payable as follows:

A. The sum of $36.00 payable to MINERVA V. GUERRA, 1519 Vanderbilt, San Antonio, Texas 78210, for title to part of Lot 38, Block 30, New City Block 3205, Bexar County, Texas. - Parcel 13843.

B The sum of $84.50 payable to SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, 141 Lavaca, San Antonio, Texas 78210, for title to part of Lot 20, Block 41, New City Block 3752, Bexar County, Texas. - Parcel 13844.

C. The sum of $585.00 payable to FIRST AMERICAN TITLE COMPANY as escrow agent for ARTHUR R. SEGUIN for an Easement being out of Block 25, New City Block 7542, Bexar County, Texas. - Parcel 13847.

SECTION 2. The sum of $800.00 is hereby appropriated and authorized to be expended out of Fund #45-306, Project #306151, Index Code 421115, in connection with the BRIGHTON PARK SUBDIVISION, UNIT NO. 1, payable to YOLANDA S. SALINAS, 461 Stonewall, San Antonio, Texas 78214, for title to part of Lot 8, New City Block 7896, Bexar County, Texas.

SECTION 3. The sum of $80,428.00 is hereby appropriated and authorized to be expended out of Fund #45-706, Project #706052, Index Code #553438, in connection with the NORTH FLORES #35, PHASE I, 35Y, MYRTLE STREET PROJECT, payable to FIRST AMERICAN TITLE COMPANY as escrow agent for RODOLFO VILLARREAL aka RODOLFO L. VILLARREAL and wife, OLGA C. VILLARREAL, for title to part of Lot A-7, Block 36, New City Block, Bexar County, Texas.

SECTION 4. Copies of the respective instruments are attached hereto and made a part hereof for all purposes. The City of San Antonio accepts title and/or easements to the respective parcels upon closing of each transaction.

PASSED AND APPROVED this the 5th day of March, 1992.

Nelson W Wolff
M A Y O R

ATTEST: Norma S. Rodriguez
City Clerk

APPROVED AS TO FORM: for Tom Finlay
City Attorney

92-10

	ARTS & CULTURAL AFFAIRS
	AVIATION
	BUILDING INSPECTIONS
	BUILDING INSPECTIONS HOUSE NUMBER
	CITY ATTORNEY
	MUNICIPAL COURT(HOLLIS YOUNG
	REAL ESTATE(FASSNIDGE)
	REAL ESTATE(HUBBARD)
	REAL ESTATE(WOOD)
	TRIAL SECTION
	CITY MANAGER
	TRAVIS BISHOP,ASST. TO MGR.
	CODE COMPLIANCE
	INTERGOVERNMENTAL RELATIONS
	CITY PUBLIC SERVICE-GENERAL MGR.
	CITY PUBLIC SERVICE-MAPS/RECORDS
	CITY WATER BOARD-GENERAL MGR.
	COMMERCIAL RECORDER
/	COMMUNITY DEVELOPMENT(BASEMENT)
	COMMUNITY INITIATIVES
	CONVENTION & VISITORS BUREAU
	CONVENTION FACILITIES
	DOME DEVELOPMENT OFFICE
	ECONOMIC DEVELOPMENT
	FINANCE DIRECTOR
	ASSESSOR
/	CONTROLLER
	GRANTS
	RISK MANAGEMENT
	TREASURY
	FIRE DEPARTMENT
	HOUSING TRUST
	INFORMATION RESOURCES
	INTERNATIONAL RELATIONS
	LIBRARY
/	MANAGEMENT SERVICES(BUDGET)
	MANAGEMENT SERVICES(PERSONNEL)
	MARKET SQUARE
	METROPOLITAN HEALTH DISTRICT
	MUNICIPAL CODE CORP. (PUBLICATION)
	MUNICIPAL COURTS
	PARKS & RECREATION
	PLANNING
	LAND DEVELOPMENT SERVICES
	POLICE DEPARTMENT
	POLICE DEPT.-GROUND TRANSPORTATION
	PUBLIC INFORMATION OFFICE
	PUBLIC UTILITIES
/	PUBLIC WORKS
	CAPITAL PROJECTS
/	CENTRAL MAPPING
	ENGINEERING
	PARKING DIVISION
/	REAL ESTATE(BILL TOUDOUZE)
	SOLID WASTE
	TRAFFIC ENGINEERING
	PURCHASING & GENERAL SERVICES
	WASTEWATER MANAGEMENT

ITEM NO. 45

MEETING OF THE CITY COUNCIL DATE: MAR 05 1992

MOTION BY: _____ SECONDED BY: _____

ORD. NO. 75353 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLLCALL	AYES	NAYS
ROGER PEREZ PLACE 1			
FRANK PIERCE PLACE 2			
LYNDA BILLA BURKE PLACE 3			
FRANK D. WING PLACE 4			
JUAN F. SOLIS III PLACE 5			
HELEN AYALA PLACE 6			
YOLANDA VERA PLACE 7			
BILL THORNTON PLACE 8			
WEIR LABATT PLACE 9			
LYLE LARSON PLACE 10			
NELSON WOLFF PLACE 11 (MAYOR)			

92-10

CONSENT AGENDA

/lac 01/08/92

PROJECT: Villarreal Street - Clark to Mozart

PARCEL: 13843

SALES AGREEMENT
* * * * *

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

THAT **MRS. MINERVA V. GUERRA,** dealing in her sole and separate property and estate, hereinafter referred to as **"SELLER"**, for and in consideration of the agreed purchase price of THIRTY-SIX DOLLARS AND 00/100 ($36.00) 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 48.19 square feet of land out of Lot 38, Block 30, New City Block 3205, SUNNY SLOPE ADDITION in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 134 - 135, Deed and Plat Records of Bexar County, Texas as described in Exhibit "A" attached hereto and made a part hereof,

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

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

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

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

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

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

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 day of the delivery of such deed.

The agreed purchase price is the amount of $36.00 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 delivery of the deed.

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

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

EXECUTED this 17 day of January, A.D., 1992.

WITNESS:

Minerva V. Guerra

MINERVA V. GUERRA, dealing in her sole and separate property and estate

OWNER ADDRESS:

1519 Vanderbilt
San Antonio, Texas 78210

ADDRESS OF PARCEL:
329 Villareal
SA. Tx 78219

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____
WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

Urban Design Group
Aranda Surveyors

FIELD NOTES
JOB NO. 90516

JUNE 18, 1991

#13843
FEE TITLE

ALL THAT CERTAIN TRACT OF LAND CONTAINING 48.19 SQUARE FEET OF LOT 38, BLOCK 30, N.C.B. 3205.

BEGINNING at an iron pin set at the southeast corner of Lot 38, Block 30 N.C.B. 3205;

THENCE in a westerly direction along the north line of Villareal Street and the south line of Lot 38, a distance of 14.95 feet to an iron pin set for the point of curvature of a 15.00 foot radius curve;

THENCE in a northeasterly direction along the arc of said curve, a distance of 23.51 feet to an iron pin set at the point of tangency of said curve;

THENCE in a southerly direction, along the east line of Lot 38, and west line of Elgin Street, a distance of 14.95 feet to the point of beginning and containing 48.19 square feet of land.

STATE OF TEXAS
REGISTERED
ARMANDO A. ARANDA
1398
PROFESSIONAL
LAND SURVEYOR

Armando A. Aranda, RPLS No. 1398

90516.fn

RECEIVED
AUG 20 1991
ROW ACQUISITION

EXHIBIT "A"

Civil Engineering • Planning • Surveying
417 S. Main Avenue • San Antonio Texas 78204 • 512-226-9271

COUNTY OF BEXAR

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

1992 MAR 17 A 8:49

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

MAR 18 1992

Robert D. Green
County Clerk Bexar County, Texas

VOL 5289 PAGE 0459

2224502

/gl 02/27/92

Project: Villarreal Street - Clark to Mozart

Parcel: 13843

Real Estate Division
City of San Antonio
POB 839966
San Antonio TX
78283

3-5-92

WARRANTY DEED
* * * * *

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

THAT, MINERVA V. GUERRA, dealing in her sole and separate property and estate, hereinafter referred to as **"GRANTOR"**, of the County of Bexar, State of Texas, for and in consideration of the sum of THIRTY-SIX AND NO/100 ($36.00) DOLLARS, to her in hand paid by the **GRANTEE**, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, 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 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 48.19 square feet of land out of Lot 38, Block 30, New City Block 3205, Sunny Slope Addition in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Pages 134 and 135, Deed and Plat Records of Bexar County, Texas as described 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** does hereby bind herself, her 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 16 day of March, A.D., 1992.

Minerva V. Guerra
MINERVA V. GUERRA, dealing in her sole and separate property

VOL 5289 PAGE 0456

03-17-92 0691990 0800545 $7.00 Y 01 09053

WARRANTY DEED
Page 2
Parcel - 13843

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 16 day of March, 1992 by MINERVA V. GUERRA.

James H. Hymon
NOTARY PUBLIC in and for the State of
T E X A S

James W. Hymon
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

VOL 5289 PAGE 0457

Urban Design Group
Aranda Surveyors

FIELD NOTES
JOB NO. 90516

JUNE 18, 1991

#13843
FEE TITLE

ALL THAT CERTAIN TRACT OF LAND CONTAINING 48.19 SQUARE FEET OF LOT 38, BLOCK 30, N.C.B. 3205.

BEGINNING at an iron pin set at the southeast corner of Lot 38, Block 30 N.C.B. 3205;

THENCE in a westerly direction along the north line of Villareal Street and the south line of Lot 38, a distance of 14.95 feet to an iron pin set for the point of curvature of a 15.00 foot radius curve;

THENCE in a northeasterly direction along the arc of said curve, a distance of 23.51 feet to an iron pin set at the point of tangency of said curve;

THENCE in a southerly direction, along the east line of Lot 38, and west line of Elgin Street, a distance of 14.95 feet to the point of beginning and containing 48.19 square feet of land.

STATE OF TEXAS
REGISTERED
ARMANDO A. ARANDA
1398
PROFESSIONAL
LAND SURVEYOR

Armando A. Aranda, RPLS No. 1398

90516.fn

RECEIVED
AUG 20 1991
ROW ACQUISITION

EXHIBIT "A"

Civil Engineering • Planning • Surveying
417 S. Main Avenue • San Antonio Texas 78204 • 512-226-9271

VOL 5289 PAGE 0458

COUNTY OF BEXAR

/lac 01/06/92

PROJECT: Villarreal Street - Clark to Mozart

PARCEL: 13844

SALES AGREEMENT
* * * * *

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

THAT **SAN ANTONIO INDEPENDENT SCHOOL DISTRICT,** hereinafter referred to as **"SELLER"**, for and in consideration of the agreed purchase price of EIGHTY-FOUR AND 50/100 ($84.50) 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 48.44 square feet of land out of Lot 20, Block 41, New City Block 3752, SUNNY SLOPE ADDITION in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 196, Deed and Plat Records of Bexar County, Texas as described in Exhibit "A" attached hereto and made a part hereof,

together with all improvements and other things incidents 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: NONE

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

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

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

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 day of the delivery of such deed.

The agreed purchase price is the amount of $84.50 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 delivery of the deed.

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

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

EXECUTED this 11 day of Feb., A.D., 1992.

WITNESS:

Elvira U. Neaves

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BY: Oscar Hernandez

President, San Antonio Independent School Dist.

OWNER ADDRESS:

141 Lavaca
San Antonio, Texas 78210

ADDRESS OF PARCEL:

3118 Elgin Ave
S.A. Tx. 78210

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____
WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

Urban Design Group
Aranda Surveyors

FIELD NOTES
JOB NO. 90516

JUNE 28, 1991

#13844
FEE TITLE

ALL THAT CERTAIN TRACT OF LAND CONTAINING 48.44 SQUARE FEET OF LAND OUT OF LOT 20, BLK 41 N.C.B. 3752.

BEGINNING at an iron pin set at the northeast corner of Lot 20, Block 41 N.C.B. 3752;

THENCE in a southerly direction along the east line of Lot 20 and west line of Elgin Street, a distance of 15.07 feet to an iron pin set for the point of curvature of a 15.00 foot radius curve;

THENCE in a northwesterly direction along the arc of said curve, a distance of 23.63 feet to an iron pin set at the point of tangency of said curve;

THENCE in a easterly direction along the north line of Lot 20 and south line of Villareal Street, a distance of 15.07 feet to the point of beginning and containing 48.44 square feet of land.

STATE OF TEXAS
REGISTERED
ARMANDO A. ARANDA
1398
PROFESSIONAL
LAND SURVEYOR

Armando A. Aranda, RPLS No. 1398

90516.fn

RECEIVED
AUG 20 1991
ROW ACQUISITION

EXHIBIT "A"

1/2

2244559

/gl 02/27/92

Return to:

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

Project: Villarreal Street - Clark to Mozart

Parcel: 13844

WARRANTY DEED
* * * * *

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

THAT, SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as **"GRANTOR"**, of the County of Bexar, State of Texas, for and in consideration of the sum of EIGHTY-FOUR AND 50/100 ($84.50) DOLLARS, to it in hand paid by the **GRANTEE**, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, 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 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 48.44 square feet of land out of Lot 20, Block 41, New City Block 3752, Sunny Slope Addition in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 196, Deed and Plat Records of Bexar County, Texas as described 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** does hereby bind itself, its 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 13 day of April, A.D., 1992.

SAN ANTONIO INDEPENDENT SCHOOL DISTRICT

BY: Oscar Hernandez
OSCAR HERNANDEZ, President

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04-28-92 0705045 0283578 $7.00 Y 01 10002
04-28-92 0705045 0283579 $2.00 Y 05 10002

WARRANTY DEED
Page 2
Parcel - 13844

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of March, 1992, by OSCAR HERNANDEZ, President of SAN ANTONIO INDEPENDENT SCHOOL DISTRICT, on behalf of said school district.

James W. Hymon
NOTARY PUBLIC in and for the State of
TEXAS

James W. Hymon
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES:_____

VOL 5322 PAGE 1834

Urban Design Group
Aranda Surveyors

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

APR 29 1992

COUNTY CLERK BEXAR COUNTY, TEXAS

Robert D. Green
County Clerk Bexar County, Texas

FIELD NOTES
JOB NO. 90516

JUNE 28, 1991

#13844
FEE TITLE

ALL THAT CERTAIN TRACT OF LAND CONTAINING 48.44 SQUARE FEET OF LAND OUT OF LOT 20, BLK 41 N.C.B. 3752.

BEGINNING at an iron pin set at the northeast corner of Lot 20, Block 41 N.C.B. 3752;

THENCE in a southerly direction along the east line of Lot 20 and west line of Elgin Street, a distance of 15.07 feet to an iron pin set for the point of curvature of a 15.00 foot radius curve;

THENCE in a northwesterly direction along the arc of said curve, a distance of 23.63 feet to an iron pin set at the point of tangency of said curve;

THENCE in a eastérly direction along the north line of Lot 20 and south line of Villareal Street, a distance of 15.07 feet to the point of beginning and containing 48.44 square feet of land.

ORIGINAL DIM

STATE OF TEXAS
REGISTERED
ARMANDO A. ARANDA
1398
PROFESSIONAL
LAND SURVEYOR

Armando A. Aranda, RPLS No. 1398

90516.fn

RECEIVED
AUG 20 1991
ROW ACQUISITION

FILED IN MY OFFICE
APR 28 1992 -25 PM
ROBERT D. GREEN, County Clerk, Bexar Co.

EXHIBIT "A"

VOL 5322 PAGE 1835

NW

91-0 1040DA

2227-93

/gl 02/04/92

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

$9.00

PROJECT: Villarreal - Clark to Mozart

PARCEL: 13847

EASEMENT
(Permanent)

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

THAT, ARTHUR R. SEGUIN, a married man, dealing in his sole and separate property, as per Deed recorded in Volume 5151, Page 597, Real Property Records of Bexar County, Texas, hereinafter called **GRANTOR** for and in consideration of FIVE HUNDRED EIGHTY-FIVE AND NO/100 ($585.00) DOLLARS to him in hand paid by the **CITY OF SAN ANTONIO,** a municipal corporation, whose mailing address is P. O. Box 839966, San Antonio, Texas 78283-3966, hereinafter called **GRANTEE** the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the City of San Antonio, Bexar County, Texas, an easement and right-of-way for drainage purposes, including all necessary appurtenances thereto, over, across, under and upon the following described lands located in Bexar County, Texas, said lands being more particularly described as follows, to-wit:

> Being 0.034 acre, more or less, out of Block 25, New City Block 7542, Pasadena Heights, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 368, Page 174, Deed and Plat Records of Bexar County, Texas, said 0.034 acre tract being more particularly described 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 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 Af said improvements or their appurtenances along with the right to deposit fill material thereon, leveling and/or grading as necessary, and

VOL 5293 PAGE 1522

03-24-92 0696958 0283108 $7.00 Y 01 10002

0

the right of exercising all other rights hereby granted, and **GRANTOR** expressly covenants and agrees for himself, his heirs, legal representatives, successors and/or assigns, that no building or obstructions of any kind will be placed on said easement herein granted.

ADDITIONAL TERMS: The City of San Antonio, agrees to replace any fencing removed to the revised boundary line upon termination of construction. Said fencing to be placed at GRANTEE'S expense and shall be as good or better than existing conditions.

TO HAVE AND TO HOLD the above described easement and rights unto the said **CITY OF SAN ANTONIO,** its successors and assigns, during the term of this easement. And **GRANTOR** does hereby bind himself, his 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 11 day of February, A.D. 1992

Arthur R Seguin
ARTHUR R. SEGUIN

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 11 day of February, 1992, by ARTHUR R. SEGUIN.

NOTARY PUBLIC in and for the State of TEXAS

James W. Hyman
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8/20/93

VOL 5293 PAGE 1523

Urban Design Group
Aranda Surveyors

FIELD NOTES (0.034 ACRE) JULY 29, 1991
JOB NO. 90516

PERMANENT EASEMENT
#13847

ALL THAT CERTAIN TRACT OF LAND CONTAINING 1500.00 SQUARE FEET (0.034 ACRE) OUT OF BLOCK 25, NCB 7542 AND MORE PARTICULARLY, DESCRIBED AS FOLLOWS;

BEGINNING: at an iron pin set on the east line of Mozart street, said point being North, 259.81 feet from the south line of Villareal street.

THENCE: North along the east line of Mozart street, a distance of 25.98 feet to an iron pin set, for the Northwest corner of this tract.

THENCE: North 74°15' East, 56.47 feet to an iron set, for the northeast corner of this tract.

THENCE: South 15°45' East, 25.00 feet to an iron pin set, for the southeast corner of this tract.

THENCE: South 74°15' West, 63.52 feet to the POINT OF BEGINNING, and containing 1500.00 square feet (0.034 Acre) of land.

STATE OF TEXAS
REGISTERED
ARMANDO A. ARANDA
1398
PROFESSIONAL
LAND SURVEYOR

Armando A. Aranda
Registered Professional Land Surveyor

AAA/cp

EXHIBIT A

RECEIVED
AUG 20 1991
ROW ACQUISITION

VOL 5293 PAGE 1524

VOL 5293 PAGE 1525

RECORDER'S MEMORANDUM

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

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO.
1992 MAR 23 PM 4:19

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

STATE OF TEXAS, COUNTY OF BEXAR

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

MAR 24 1992

COUNTY CLERK BEXAR COUNTY, TEXAS

Robert D. Green

County Clerk Bexar County, Texas

First American Title Insurance Company of Texas

A 309239 O

OWNER POLICY OF TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS , a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

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

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED JULY 17 1929 TEXAS

ATTEST

Secretary,

BY Dennis L Rowland PRESIDENT

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.

5. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:

(i) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of the corporation upon partial or complete liquidation;

(ii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;

(iii) the successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;

(iv) the successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;

(v) the successor or substitute trustee(s) of a trustee named in a written trust instrument; or

(vi) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "access": legal right of access to the land and not the physical condition of access. The coverage provided as to access does not assure the adequacy of access for the use intended.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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 that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the 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: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (ii) indemnify the insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the insured claimant 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; (iv) 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; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) 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 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.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision, and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: First American Title Insurance Company of Texas, 2000 Bering Drive, Suite 100, Houston, TX 77057.

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 also may write the Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714-9091, Fax No. (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

Owner 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:
1-800-347-7826

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL: 1-800-347-7826

OWNER
POLICY
SERIAL
NUMBER A309239 O

Date of Policy March 23, 1992 at a.m. p.m. 4:19

Issued With No. n/a

G. F. No. 91-08-1040 DA

Premium(s) $ 278.00

Rate Rule(s) R-3

Property Type #5

$ 585.00
Amount of Insurance

First American Title Insurance Company of Texas

SCHEDULE A

1. Name of Insured: CITY OF SAN ANTONIO

2. The estate or interest in the land that is covered by this policy is:
Right of Way Easement for Permanent Easement purposes as granted in instrumnet of record dated February 11, 1992, from Arthur R. Seguin to Insured herein, recorded under File No. 2227493, Real Property Records of Bexar County, Texas.

3. Title to the estate or interest in the land is vested in:

ARTHUR R. SEGUIN

4. The land referred to in this policy is described as follows:
Being 0.034 acre, more or less, out of Block 25, New City Block 7542, Pasadena Heights, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 368, Page 174, Deed and Plat Records of Bexar County, Texas, said 0.034 acre tract being more particularly described in Exhibit "A" attached hereto and made a part hereof.

FIRST AMERICAN TITLE COMPANY
OF SAN ANTONIO Agent

This policy is not valid unless duly countersigned by agent.

COUNTERSIGNED:
on and as of the date hereof.

By: Delia Araujo
Delia Araujo, Vice President

Urban Design Group
Aranda Surveyors

FIELD NOTES (0.034 ACRE) JULY 29, 1991
JOB NO. 90516

PERMANENT EASEMENT
#13847

ALL THAT CERTAIN TRACT OF LAND CONTAINING 1500.00 SQUARE FEET (0.034 ACRE) OUT OF BLOCK 25, NCB 7542 AND MORE PARTICULARLY, DESCRIBED AS FOLLOWS;

BEGINNING: at an iron pin set on the east line of Mozart street, said point being North, 259.81 feet from the south line of Villareal street.

THENCE: North along the east line of Mozart street, a distance of 25.98 feet to an iron pin set, for the Northwest corner of this tract.

THENCE: North 74°15' East, 56.47 feet to an iron set, for the northeast corner of this tract.

THENCE: South 15°45' East, 25.00 feet to an iron pin set, for the southeast corner of this tract.

THENCE: South 74°15' West, 63.52 feet to the POINT OF BEGINNING, and containing 1500.00 square feet (0.034 Acre) of land.

STATE OF TEXAS
REGISTERED
ARMANDO A. ARANDA
1398
PROFESSIONAL
LAND SURVEYOR

Armando A. Aranda
Registered Professional Land Surveyor

AAA/cp

EXHIBIT A

RECEIVED
AUG 20 1991
ROW ACQUISITION

OWNER
POLICY
SERIAL
NUMBER A309239 O

G.F. No. 91-08-1040 DA

First American Title Insurance Company of Texas

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases or easements insured, if any, shown in Schedule A and the following matters:

1. ~~The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception):~~

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

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

4. 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 other statutory water 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 the right of access thereto, or right of easement along and across the same.

5. Standby fees and taxes for the year 19 92 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 San Antonio Independent School District.

6. The following lien(s) and other matter(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s) and other matter(s) (This exception may be deleted if no lien or other matter is set forth below):

7. Rights of parties in possession.

FIRST AMERICAN TITLE COMPANY
OF SAN ANTONIO Agent

This policy is not valid unless duly countersigned by agent.

COUNTERSIGNED:
on and as of the date hereof.

By: Delia Araujo
Delia Araujo, Vice President

/lac 02/11/92 Brighton Park Subdivison, Unit No. 1.

SALES AGREEMENT

* * * * *

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

THAT, **YOLANDA S. SALINAS**, a feme sole, hereinafter referred to as **"SELLER"**, for and in consideration of the agreed purchase price of EIGHT HUNDRED DOLLARS and NO/100 **($800.00) DOLLARS**, and upon the terms and conditions hereof, contracts 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 0.036 (1,563 sq. ft) of an acre of land out of Lot 8, New City Block 7896, Melrose Gardens Subdivision, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 235, Plat Records, Bexar County, Texas, said 0.036 of an acre of land being more particularly described in Exhibit "A" attached hereto and made a part hereof,

together with all improvements and other things incidents 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:

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

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

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

FIRST AMERICAN 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 day of the delivery of such deed.

The agreed purchase price is the amount of **$800.00** 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 delivery of the deed.

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

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

EXECUTED this 12th day of February, A.D., 1992.

WITNESS:

William Tadeo Yolanda S. Salinas

YOLANDA S. SALINAS

OWNER ADDRESS:

ADDRESS OF PARCEL:

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____
WILLIAM S. TOULOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

CIVIL ENGINEERING CONSULTANTS
9901 BROADWAY · SUITE 114 • SAN ANTONIO, TEXAS 78217
PHONE: (512) 826-5371

FIELD NOTE DESCRIPTION OF A 0.036 ACRE TRACT

BEING 0.036 (1,563 sq. ft.) of an acre of land out of Lot 8, N.C.B. 7896, Melrose Gardens Subdivision, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, page 235, Plat Records, Bexar county, Texas, said 0.036 of an acre of land being more particularly described as follows:

BEGINNING at a point in the north line of said Lot 8, said point being N.89° 35' 00" E., a distance of 5.76 feet from the northwest corner of said Lot 8;

THENCE, with and along said north line N.89° 35' 00" E., a distance of 101.40 feet to the northeast corner of the herein described tract, said point being on a curve to the right having a central angle of 106° 34' 03", a radius of 50.00 feet, a tangent of 67.04 feet, and whose radius point bears N.60° 25' 00" W., a distance of 50.00 feet;

THENCE, with the arc of said curve to the right a distance of 93.00 feet to the Point of Reverse Curvature of a curve to left having a central angle of 46° 34' 03", a radius of 30.00 feet, a tangent of 12.91, and whose radius point bears S.46° 09' 03" W., a distance of 30.00 feet;

THENCE, with the arc of said curve to the left a distance of 24.38 feet to the POINT OF BEGINNING and containing 0.036 (1,563 sq. ft.) of an acre of land, more or less.

NOTE: The hereinbefore described tract of land is delineated on a map tracing designated "Survey of a 0.036 of an acre of land out of Lot 8, N.C.B. 7896, Melrose Gardens Subdivision, City of San Antonio, Bexar County, Texas" bearing the date January 17, 1992, Job No. 1389, of record in the files of Civil Engineering Consultants, San Antonio, Texas, a print from that map tracing being attached hereto. This description was based on an actual made on the ground under my supervision.

January 17, 1992

Chester A. Varner, R.P.L.S. 1/17/92

Chester A. Varner, Registered Professional Land Surveyor, #4812

STATE OF TEXAS REGISTERED CHESTER A. VARNER, JR. 4812 REGISTERED LAND SURVEYOR

1389-2.FLD

EXHIBIT "A"

RECORDER'S MEMORANDUM

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

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK, BEXAR CO.
1992 MAR 26 A 8:05

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

STATE OF TEXAS, COUNTY OF BEXAR

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

MAR 26 1992

COUNTY CLERK BEXAR COUNTY, TEXAS

Robert D. Green

County Clerk Bexar County, Texas

VOL 5296 PAGE 0198

2228822

/gl 02/27/92

Brighton Park Subdivision, Unit No. 1

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

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
92 SEP 18 AM 11:09

WARRANTY DEED

* * * * *

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

THAT, YOLANDA S. SALINAS, a feme sole, hereinafter referred to as **"GRANTOR"**, 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 her in hand paid by the **GRANTEE**, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, 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 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 0.036 (1,563 square feet) of an acre of land out of Lot 8, New City Block 7896, Melrose Gardens Subdivision, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 235, Plat Records, Bexar County, Texas, said 0.036 of an acre of land 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 **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** does hereby bind herself, her 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 March, A.D., 1992.

Yolanda S. Salinas
YOLANDA S. SALINAS, a feme sole

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 17th day of MARCH, 1992 by YOLANDA S. SALINAS, a feme sole.

William S. Toudouze
NOTARY PUBLIC in and for the State of
TEXAS

WILLIAM S. TOUDOUZE
Notary Public, Bexar County, Texas
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 4/30/93

VOL 5296 PAGE 0196

03-26-92 0701777 2830009 $5.00 Y 01 11315
03-26-92 0701777 2830010 $2.00 Y 05 11315

CIVIL ENGINEERING CONSULTANTS
9901 BROADWAY - SUITE 114 • SAN ANTONIO, TEXAS 78217
PHONE: (512) 826-5371

FIELD NOTE DESCRIPTION OF A 0.036 ACRE TRACT

BEING 0.036 (1,563 sq. ft.) of an acre of land out of Lot 8, N.C.B. 7896, Melrose Gardens Subdivision, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, page 235, Plat Records, Bexar county, Texas, said 0.036 of an acre of land being more particularly described as follows:

BEGINNING at a point in the north line of said Lot 8, said point being N.89° 35' 00" E., a distance of 5.76 feet from the northwest corner of said Lot 8;

THENCE, with and along said north line N.89° 35' 00" E., a distance of 101.40 feet to the northeast corner of the herein described tract, said point being on a curve to the right having a central angle of 106° 34' 03", a radius of 50.00 feet, a tangent of 67.04 feet, and whose radius point bears N.60° 25' 00" W., a distance of 50.00 feet;

THENCE, with the arc of said curve to the right a distance of 93.00 feet to the Point of Reverse Curvature of a curve to left having a central angle of 46° 34' 03", a radius of 30.00 feet, a tangent of 12.91, and whose radius point bears S.46° 09' 03" W., a distance of 30.00 feet;

THENCE, with the arc of said curve to the left a distance of 24.38 feet to the **POINT OF BEGINNING** and containing 0.036 (1,563 sq. ft.) of an acre of land, more or less.

NOTE: The hereinbefore described tract of land is delineated on a map tracing designated "Survey of a 0.036 of an acre of land out of Lot 8, N.C.B. 7896, Melrose Gardens Subdivision, City of San Antonio, Bexar County, Texas" bearing the date January 17, 1992, Job No. 1389, of record in the files of Civil Engineering Consultants, San Antonio, Texas, a print from that map tracing being attached hereto. This description was based on an actual made on the ground under my supervision.

January 17, 1992

Chester A. Varner, R.P.L.S. 1/17/92

Chester A. Varner, Registered Professional Land Surveyor, #4812

STATE OF TEXAS REGISTERED CHESTER A. VARNER, JR. 4812 PROFESSIONAL LAND SURVEYOR

1389-2.FLD

VOL 5296 PAGE 0197

EXHIBIT "A"

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1992 MAR 26 A 8:05

RECORDER'S MEMORANDUM

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

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

STATE OF TEXAS, COUNTY OF BEXAR

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

MAR 26 1992

COUNTY CLERK BEXAR COUNTY, TEXAS

Robert D. Green

County Clerk Bexar County, Texas

VOL 5296 PAGE 0201

lac/02/13/92 22 0823 Project: Brigh h Park Subdivision
Unit No. 1

5/2

PARTIAL RELEASE OF LIEN

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

THAT the undersigned, of the County of Bexar, and State of Texas, the legal and eqitable owner and holder of one certain promissory note in the principal sum of **TEN THOUSAND DOLLARS AND NO/100 DOLLARS** ($10,000.00) **dated July 20, 1984,** executed by **YOLANDA S. SALINAS,** payable to the order of **TEXAS DHR FEDERAL CREDIT UNION** recorded in Volume 3197, Page 1684 of the Real Property Records of Bexar County, Texas; and note being secured by said Deed of Trust of even date herein to TOMMY DEE SEARGENT, TRUSTEE among other property, against the following described property, to-wit:

Being 0.036 (1,563 sq. ft) of an acre of land out of Lot 8, New City Block 7896, Melrose Gardens Subdivision, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 235, Plat Records, Bexar County, Texas, said 0.036 of an acre of land being more particularly described in Exhibit "A" attached hereto and made a part hereof,

for and in consideration of the sum of **ONE AND NO/100 DOLLARS ($1.00)** paid to the undersigned by YOLANDA S. SALINAS, the receipt of which is hereby acknowledged, do hereby **RELEASE, DISCHARGE** and **FOREVER ACQUIT** unto the said YOLANDA S. SALINAS the above described property in said instrument mentioned, securing the remainder owing on said note(s) not heretofore and hereby released by the undersigned.

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(s) not heretofore and hereby released by the undersigned.

EXECUTED this the 19 day of Feb A.D., 1992.

BY: Tommy Dee Seargent

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 19 day of Feb., 1992 by Tommy Dee Seargent

Patricia A. Aldridge
NOTARY PUBLIC in and for the State of TEXAS

PATRICIA A. ALDRIDGE
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES 04-14-96

NOTARY PUBLIC STATE OF TEXAS
PATRICIA A. ALDRIDGE
Notary Public, State of Texas
My Commission Expires
APRIL 14, 1996

VOL 5296 PAGE 0199

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

03-26-92 0701777 2830011 $5.00 Y 01 11315
03-26-92 0701777 2830012 $2.00 Y 05 11315

M.W. CUDE & ASSOCIATES, INC.

CONSULTING ENGINEERS
PHONE: 512-681-2951

MICHAEL W. CUDE, P.E., R.P.S.
PRESIDENT

Property Description
of

Drainage Esm't.
Parcel 14E
Bateson

A portion of a Variable-Width Drainage Easement being 0.1311 acres of land out of a 82.162 acre tract of land conveyed to Schoenfield Land Co., Inc. by deed recorded in Volume 4579, Page 113 of the Deed Records of Bexar County, Texas being out of the Jose Alameda League Survey No. 81, Abstract No. 26, County Block 4017, Bexar County, Texas; said Easement being more particularly described as follows:

Beginning: At a point on the proposed South Right of Way line of Prue Road being 24.00 feet right and at right angles to Prue Road Station 30+68.04;

Thence: N89°45'40"E, 128.17 feet with the proposed South Right of Way line of Prue Road to a point being the Northeast corner of the herein described Easement and being 24.00 feet right and at right angles to Prue Road Station 31+96.21;

Thence: S00°14'20"E, 19.00 feet leaving the proposed South Right of Way line of Prue Road to a point for an angle;

Thence: S89°45'40"W, 80.17 feet to a point of curvature;

Thence: 50.32 feet with the arc of a curve concave to the East having a radius point bearing S47°21'40"W, 45.85 feet, a central angle of 84°48'00" and a chord bearing and distance of S47°21'40"W, 45.85 feet to a point of tangency;

Thence: S04°57'40"W, 153.76 feet to a point for an angle;

Thence: N85°02'20"W, 8.94 feet to a point on the West boundary of said 82.162 acre tract;

Thence: N02°22'22"W, 75.64 feet with the West boundary of said 82.162 acre tract to a point for an angle;

Thence: N04°57'40"E, 127.17 feet to a point on the proposed South Right of Way line of Prue Road being the POINT OF BEGINNING, containing 0.1311 acres of land.

079000-21
January 21, 1992
WAS/vaa

VOL 5296 PAGE 0200

MAILING ADDRESS:
P.O. BOX 700605
SAN ANTONIO, TEXAS 78270

LOCATION:
10325 BANDERA ROAD
SAN ANTONIO, TEXAS 78250

EXHIBIT "A"

/dow 10/21/91

Misc. Easements & Dedications

Project: North Flores #35, Phase I, 35Y, Myrtle Street

SALES AGREEMENT
* * * * * * *

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

THAT, **RODOLFO VILLARREAL a/k/a RODOLFO L. VILLARREAL and wife, OLGA C. VILLARREAL,** hereinafter referred to as **"SELLERS"**, for and in consideration of the agreed purchase price of **EIGHTY THOUSAND FOUR HUNDRED TWENTY-EIGHT AND NO/100 ($80,428.00) DOLLARS**, and upon the terms and conditions hereof, contract to **GRANT, SELL and CONVEY** by General Warranty Deed to the City of San Antonio, hereinafter referred to as **"PURCHASER"**; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

> All that 0.0088 of an acre (384 square feet) tract of land situated in New City Block 364, City of San Antonio, Bexar County, Texas, and being out of and a part of that certain tract of land designated Lot A-7, Block 36, as shown on the City's Tax Assessor map or said New City Block 364, same being described in a Deed to Rodolfo Villarreal as recorded in Volume 3674, Page 1879, Deed Records of Bexar County, Texas, said 0.0088 of an acre of land being more particularly described by metes and bounds as shown on Exhibit **"A"** attached hereto and made a part hereof;

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

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

SPECIAL CONDITIONS:

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

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 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.

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

The agreed purchase price in the amount of $80,428.00 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 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 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, 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 15th day of November, A.D., 1991.

WITNESS:

Rodolfo L. Villarreal
RODOLFO VILLARREAL

Olga C. Villarreal
OLGA C. VILLARREAL

OWNER'S ADDRESS:
1012 SAN PEDRO
SAN ANTONIO, TX

ADDRESS OF PARCEL:
SAME AS ABOVE

ACCEPTED:

CITY OF SAN ANTONIO

BY:_____
WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

GC Geogram Corporation
Land Surveyors

4100 Piedras Drive East • Suite 165 • San Antonio, Texas 78228 • (512) 732-3401

STATE OF TEXAS:

COUNTY OF BEXAR: FEE TITLE PARCEL

ALL that 0.0088 of an acre (384 square feet) tract of land situated in N.C.B. 364, City of San Antonio, Bexar County, Texas, and being out of and a part of that certain tract of land designated Lot A-7, Block 36, as shown on the City's Tax Assessor map for said N.C.B. 364, same being described in a deed to Rodolfo Villarreal as recorded in Volume 3674, Page 1879, Deed Records of Bexar County, Texas, said 0.0088 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at ½ inch iron rod found in the east line of San Pedro Avenue, 82 foot wide right-of-way, same being the west line of said N.C.B. 364, and being the northwest corner of that certain tract of land owned by Bill Miller's Bar-B-Q and locally known as 1008 San Pedro Avenue, same being the southwest corner of said Lot A-7 said Villarreal tract and this tract;

THENCE: along the east line of said San Pedro Avenue, same being the west line of said N.C.B. 364, said Lot A-7 and said Villarreal tract N 00° 07' 31" W, for a distance of 50.60 feet to a ½ inch iron rod set for the southwest corner of Lot 13 of the Levy Subdivision, a subdivision of record in Volume 4400, Page 131, Plat Records of Bexar County, Texas, and being the northwest corner of said Lot A-7, said Villarreal tract and this tract;

THENCE: along the south line of said Lot 13, same being the north line of said Lot A-7 and said Villarreal tract S 89° 37' 56" E, for a distance of 11.00 feet to a ½ inch iron rod set for the northeast corner of this tract;

THENCE: crossing said Lot A-7 and said Villarreal tract S 07° 34' 28" W, for a distance of 50.98 feet to a cotton spindle set in the north line of said Bill Miller's Bar-B-Q tract, same being the south line of said Lot A-7 and said Villarreal tract and being the southeast corner of this tract;

THENCE: along the north line of said Bill Miller's Bar-B-Q tract, same being the south line of said Lot A-7, said Villarreal tract and this tract N 89° 57' 01" W, for a distance of 4.17 feet to the POINT OF BEGINNING and containing 0.0088 of an acre (384 square feet) of land within these metes and bounds.

RM 10-21-91

Lockwood, Andrews & Newnam, Inc.

RPS

RECEIVED
JUN 14 1991

1248-46-116-100

June 3, 1991

STATE OF TEXAS
REGISTERED
R. P. SHELLEY
4540
PROFESSIONAL
LAND SURVEYOR

EXHIBIT "A"
ROW ACQUISITION

$9.00 91-06-787DA

/dow 02/27/92 2227637 North Flores #35, Phase I, 35Y, Myrtle Street

Return to:

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

WARRANTY DEED
* * * * *

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

THAT, **RODOLFO VILLARREAL a/k/a RODOLFO L. VILLARREAL and wife, OLGA C. VILLARREAL,** hereinafter referred to as **"GRANTORS"**, of the County of Bexar, State of Texas, for and in consideration of the sum of **EIGHTY THOUSAND FOUR HUNDRED TWENTY-EIGHT AND NO/100 ($80,428.00) DOLLARS**, to them in hand paid by the **GRANTEE**, 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 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

> All that 0.0088 of an acre (384 square feet) tract of land situated in New City Block 364, City of San Antonio, Bexar County, Texas, and being out of and a part of that certain tract of land designated Lot A-7, Block 36, as shown on the City's Tax Assessor map of said New City Block 364, same being described in a Deed to Rodolfo Villarreal as recorded in Volume 3674, Page 1879, Deed Records of Bexar County, Texas, said 0.0088 of an acre of land being more particularly described by metes and bounds as shown on 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

03-24-92 0706172 0800373 $7.00 Y 01 09053
03-24-92 0706172 0800374 $4.00 Y 05 09053

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GRANTEE, its successors and assigns forever; and **GRANTORS** do 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 23rd **day of** March**, A.D., 1992.**

Rodolfo L. Villarreal
RODOLFO VILLARREAL a/k/a RODOLFO L. VILLARREAL

Olga C. Villarreal
OLGA C. VILLARREAL

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 23rd day of March, 1992 by **RODOLFO VILLARREAL a/k/a RODOLFO L. VILLARREAL and wife, OLGA C. VILLARREAL.**

DELIA ARAUJO
Notary Public,
State of Texas
My Comm. Exp. 08-11-93

Delia Araujo
NOTARY PUBLIC in and for the State of
TEXAS

DELIA ARAUJO
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8-11-93

VOL 5294 PAGE 0002

GC Geogram Corporation
Land Surveyors

4100 Piedras Drive East • Suite 165 • San Antonio, Texas 78228 • (512) 732-3401

STATE OF TEXAS:

COUNTY OF BEXAR: FEE TITLE PARCEL

ALL that 0.0088 of an acre (384 square feet) tract of land situated in N.C.B. 364, City of San Antonio, Bexar County, Texas, and being out of and a part of that certain tract of land designated Lot A-7, Block 36, as shown on the City's Tax Assessor map for said N.C.B. 364, same being described in a deed to Rodolfo Villarreal as recorded in Volume 3674, Page 1879, Deed Records of Bexar County, Texas, said 0.0088 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at ½ inch iron rod found in the east line of San Pedro Avenue, 82 foot wide right-of-way, same being the west line of said N.C.B. 364, and being the northwest corner of that certain tract of land owned by Bill Miller's Bar-B-Q and locally known as 1008 San Pedro Avenue, same being the southwest corner of said Lot A-7 said Villarreal tract and this tract;

THENCE: along the east line of said San Pedro Avenue, same being the west line of said N.C.B. 364, said Lot A-7 and said Villarreal tract N 00° 07' 31" W, for a distance of 50.60 feet to a ½ inch iron rod set for the southwest corner of Lot 13 of the Levy Subdivision, a subdivision of record in Volume 4400, Page 131, Plat Records of Bexar County, Texas, and being the northwest corner of said Lot A-7, said Villarreal tract and this tract;

THENCE: along the south line of said Lot 13, same being the north line of said Lot A-7 and said Villarreal tract S 89° 37' 56" E, for a distance of 11.00 feet to a ½ inch iron rod set for the northeast corner of this tract;

THENCE: crossing said Lot A-7 and said Villarreal tract S 07° 34' 28" W, for a distance of 50.98 feet to a cotton spindle set in the north line of said Bill Miller's Bar-B-Q tract, same being the south line of said Lot A-7 and said Villarreal tract and being the southeast corner of this tract;

THENCE: along the north line of said Bill Miller's Bar-B-Q tract, same being the south line of said Lot A-7, said Villarreal tract and this tract N 89° 57' 01" W, for a distance of 4.17 feet to the POINT OF BEGINNING and containing 0.0088 of an acre (384 square feet) of land within these metes and bounds.

RM 10-21-91

Lockwood, Andrews & Newnam, Inc.

RECEIVED JUN 14 1991

RPS

STATE OF TEXAS REGISTERED R.P. SHELLEY 4540 PROFESSIONAL LAND SURVEYOR

1248-46-116-100

June 3, 1991

EXHIBIT "A"
ROW ACQUISITION

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VOL 5294 PAGE 0004

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

STATE OF TEXAS, COUNTY OF BEXAR

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

MAR 25 1992

COUNTY CLERK BEXAR COUNTY, TEXAS

Robert D. Green

County Clerk Bexar County, Texas

FILED IN MY OFFICE
ROBERT D. GREEN
COUNTY CLERK BEXAR CO.
1992 MAR 24 A 10: 14

First American Title Insurance Company of Texas

A 309198 O

OWNER POLICY OF TITLE INSURANCE

Issued by

FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS

SUBJECT TO THE EXCLUSIONS FROM COVERAGE, THE EXCEPTIONS FROM COVERAGE CONTAINED IN SCHEDULE B AND THE CONDITIONS AND STIPULATIONS, FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS , a Texas corporation, herein called the Company, insures, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the Amount of Insurance stated in Schedule A, sustained or incurred by the insured by reason of:

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
2. Any defect in or lien or encumbrance on the title;
3. Any statutory or constitutional mechanic's, contractor's, or materialman's lien for labor or material having its inception on or before Date of Policy;
4. Lack of a right of access to and from the land;
5. Lack of good and indefeasible title.

The Company also will pay the costs, attorneys' fees and expenses incurred in defense of the title, as insured, but only to the extent provided in the Conditions and Stipulations.

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

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED JULY 17 1929 TEXAS

ATTEST

Secretary,

BY Dennis L Rowland PRESIDENT

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking that has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.

3. Defects, liens, encumbrances, adverse claims or other matters:

(a) created, suffered, assumed or agreed to by the insured claimant;

(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;

(c) resulting in no loss or damage to the insured claimant;

(d) attaching or created subsequent to Date of Policy;

(e) resulting in loss or damage that would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.

4. The refusal of any person to purchase, lease or lend money on the estate or interest covered hereby in the land described in Schedule A because of unmarketability of the title.

5. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws.

CONDITIONS AND STIPULATIONS

1. DEFINITION OF TERMS.

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company would have had against the named insured, those who succeed to the interest of the named insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate, partnership or fiduciary successors, and specifically, without limitation, the following:

(i) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of the corporation upon partial or complete liquidation;

(ii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;

(iii) the successors in interest to a general or limited partnership resulting from the distribution of the assets of the general or limited partnership upon partial or complete liquidation;

(iv) the successors in interest to a joint venture resulting from the distribution of the assets of the joint venture upon partial or complete liquidation;

(v) the successor or substitute trustee(s) of a trustee named in a written trust instrument; or

(vi) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of the trust to the beneficiaries thereof.

(b) "insured claimant": an insured claiming loss or damage.

(c) "knowledge" or "known": actual knowledge, not constructive knowledge or notice that may be imputed to an insured by reason of the public records as defined in this policy or any other records which impart constructive notice of matters affecting the land.

(d) "land": the land described or referred to in Schedule A, and improvements affixed thereto that by law constitute real property. The term "land" does not include any property beyond the lines of the area described or referred to in Schedule A, nor any right, title, interest, estate or easement in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing herein shall modify or limit the extent to which a right of access to and from the land is insured by this policy.

(e) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(f) "public records": records established under state statutes at Date of Policy for the purpose of imparting constructive notice of matters relating to real property to purchasers for value and without knowledge. With respect to Section 1(a)(iv) of the Exclusions From Coverage, "public records" also shall include environmental protection liens filed in the records of the clerk of the United States district court for the district in which the land is located.

(g) "access": legal right of access to the land and not the physical condition of access. The coverage provided as to access does not assure the adequacy of access for the use intended.

2. CONTINUATION OF INSURANCE AFTER CONVEYANCE OF TITLE.

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured only so long as the insured retains an estate or interest in the land, or holds an indebtedness secured by a purchase money mortgage given by a purchaser from the insured, or only so long as the insured shall have liability by reason of covenants of warranty made by the insured in any transfer or conveyance of the estate or interest. This policy shall not continue in force in favor of any purchaser from the insured of either (i) an estate or interest in the land, or (ii) an indebtedness secured by a purchase money mortgage given to the insured.

3. NOTICE OF CLAIM TO BE GIVEN BY INSURED CLAIMANT.

The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in Section 4(a) below, or (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest that is adverse to the title to the estate or interest, as insured, and that might cause loss or damage for which the Company may be liable by virtue of this policy. If prompt notice shall not be given to the Company, then as to the insured all liability of the Company shall terminate with regard to the matter or matters for which prompt notice is required; provided, however, that failure to notify the Company shall in no case prejudice the rights of any insured under this policy unless the Company shall be prejudiced by the failure and then only to the extent of the prejudice.

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 that is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate the 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: (i) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (ii) indemnify the insured as provided in this policy; (iii) upon payment of appropriate premium and charges therefor, issue to the insured claimant 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; (iv) 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; (v) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (vi) undertake a combination of (i) through (v) herein.

4. DEFENSE AND PROSECUTION OF ACTIONS: DUTY OF INSURED CLAIMANT TO COOPERATE.

(a) Upon written request by the insured and subject to the options contained in Section 6 of these Conditions and Stipulations, the Company, at its own cost and without unreasonable delay, shall provide for the defense of an insured in litigation in which any third party asserts a claim adverse to the title or interest as insured, but only as to those stated causes of action alleging a defect, lien or encumbrance or other matter insured against by this policy. The Company shall have the right to select counsel of its choice (subject to the right of the insured to object for reasonable cause) to represent the insured as to those stated causes of action and shall not be liable for and will not pay the fees of any other counsel. The Company will not pay any fees, costs or expenses incurred by the insured in the defense of those causes of action that allege matters not insured against by this policy.

(b) The Company shall have the right, at its own cost, to institute and prosecute any action or proceeding or to do any other act that in its opinion may be necessary or desirable to establish the title to the estate or interest, as insured, or to prevent or reduce loss or damage to the insured. The Company may take any appropriate action under the terms of this policy, whether or not it shall be liable hereunder, and shall not thereby concede liability or waive any provision of this policy. If the Company shall exercise its rights under this paragraph, it shall do so diligently.

(c) 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 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.

(d) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured shall secure to the Company the right to so prosecute or provide defense in the action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of the insured for this purpose. Whenever requested by the Company, the insured, at the Company's expense, shall give the Company all reasonable aid (i) in any action or proceeding, securing evidence, obtaining witnesses, prosecuting or defending the action or proceeding, or effecting settlement, and (ii) in any other lawful act that in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest as insured. If the Company is prejudiced by the failure of the insured to furnish the required cooperation, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such cooperation.

5. PROOF OF LOSS OR DAMAGE.

In addition to and after the notices required under Section 3 of these Conditions and Stipulations have been provided the Company, a proof of loss or damage signed and sworn to by the insured claimant shall be furnished to the Company within 91 days after the insured claimant shall ascertain the facts giving rise to the loss or damage. The proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy that constitutes the basis of loss or damage and shall state, to the extent possible, the basis of calculating the amount of the loss or damage. If the Company is prejudiced by the failure of the insured claimant to provide the required proof of loss or damage, the Company's obligations to the insured under the policy shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, with regard to the matter or matters requiring such proof of loss or damage.

In addition, the insured claimant may reasonably be required to submit to examination under oath by any authorized representative of the Company and shall produce for examination, inspection and copying, at such reasonable times and places as may be designated by any authorized representative of the Company, all records, books, ledgers, checks, correspondence and memoranda, whether bearing a date before or after Date of Policy, which reasonably pertain to the loss or damage. Further, if requested by any authorized representative of the Company, the insured claimant shall grant its permission, in writing, for any authorized representative of the Company to examine, inspect and copy all records, books, ledgers, checks, correspondence and memoranda in the custody or control of a third party, which reasonably pertain to the loss or damage. All information designated as confidential by the insured claimant provided to the Company pursuant to this Section shall not be disclosed to others unless, in the reasonable judgment of the Company, it is necessary in the administration of the claim. Failure of the insured claimant to submit for examination under oath, produce other reasonably requested information or grant permission to secure reasonably necessary information from third parties as required in this paragraph shall terminate any liability of the Company under this policy as to that claim.

6. OPTIONS TO PAY OR OTHERWISE SETTLE CLAIMS: TERMINATION OF LIABILITY.

In case of a claim under this policy, the Company shall have the following additional options:

(a) To Pay or Tender Payment of the Amount of Insurance.

To pay or tender payment of the amount of insurance under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company, up to the time of payment or tender of payment and which the Company is obligated to pay.

Upon the exercise by the Company of this option, all liability and obligations to the insured under this policy, other than to make the payment required, shall terminate, including any liability or obligation to defend, prosecute, or continue any litigation, and the policy shall be surrendered to the Company for cancellation.

(b) To Pay or Otherwise Settle With Parties Other than the Insured or With the Insured Claimant.

(i) to pay or otherwise settle with other parties for or in the name of an insured claimant any claim insured against under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay; or

(ii) to pay or otherwise settle with the insured claimant the loss or damage provided for under this policy, together with any costs, attorneys' fees and expenses incurred by the insured claimant, which were authorized by the Company up to the time of payment and which the Company is obligated to pay.

Upon the exercise by the Company of either of the options provided for in paragraphs (b)(i) or (ii), the Company's obligations to the insured under this policy for the claimed loss or damage, other than the payments required to be made, shall terminate, including any liability or obligation to defend, prosecute or continue any litigation.

7. DETERMINATION, EXTENT OF LIABILITY AND COINSURANCE.

This policy is a contract of indemnity against actual monetary loss or damage sustained or incurred by the insured claimant who has suffered loss or damage by reason of matters insured against by this policy and only to the extent herein described.

(a) The liability of the Company under this policy shall not exceed the least of:

(i) the Amount of Insurance stated in Schedule A; or

(ii) the difference between the value of the insured estate or interest as insured and the value of the insured estate or interest subject to the defect, lien or encumbrance insured against by this policy at the date the insured claimant is required to furnish to Company a proof of loss or damage in accordance with Section 5 of these Conditions and Stipulations.

(b) In the event the Amount of Insurance stated in Schedule A at the Date of Policy is less than 80 percent of the value of the insured estate or interest or the full consideration paid for the land, whichever is less, or if subsequent to the Date of Policy an improvement is erected on the land which increases the value of the insured estate or interest by at least 20 percent over the Amount of Insurance stated in Schedule A, then this Policy is subject to the following:

(i) where no subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that the amount of insurance at Date of Policy bears to the total value of the insured estate or interest at Date of Policy; or

(ii) where a subsequent improvement has been made, as to any partial loss, the Company shall only pay the loss pro rata in the proportion that 120 percent of the Amount of Insurance stated in Schedule A bears to the sum of the Amount of Insurance stated in Schedule A and the amount expended for the improvement.

The provisions of this paragraph shall not apply to costs, attorneys' fees and expenses for which the Company is liable under this policy, and shall only apply to that portion of any loss which exceeds, in the aggregate, 10 percent of the Amount of Insurance stated in Schedule A.

(c) The Company will pay only those costs, attorneys' fees and expenses incurred in accordance with Section 4 of these Conditions and Stipulations.

8. APPORTIONMENT.

If the land described in Schedule A consists of two or more parcels that are not used as a single site, and a loss is established affecting one or more of the parcels but not all, the loss shall be computed and settled on a pro rata basis as if the amount of insurance under this policy was divided pro rata as to the value on Date of Policy of each separate parcel to the whole, exclusive of any improvements made subsequent to Date of Policy, unless a liability or value has otherwise been agreed upon as to each parcel by the Company and the insured at the time of the issuance of this policy and shown by an express statement or by an endorsement attached to this policy.

9. LIMITATION OF LIABILITY.

(a) If the Company establishes the title, or removes the alleged defect, lien or encumbrance, or cures the lack of a right of access to or from the land, all as insured, or takes action in accordance with Section 3 or Section 6, in a reasonably diligent manner by any method, including litigation and the completion of any appeals therefrom, it shall have fully performed its obligations with respect to that matter and shall not be liable for any loss or damage caused thereby.

(b) In the event of any litigation, including litigation by the Company or with the Company's consent, the Company shall have no liability for loss or damage until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title as insured.

(c) The Company shall not be liable for loss or damage to any insured for liability voluntarily assumed by the insured in settling any claim or suit without the prior written consent of the Company.

10. REDUCTION OF INSURANCE: REDUCTION OR TERMINATION OF LIABILITY.

All payments under this policy, except payments made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto.

11. LIABILITY NONCUMULATIVE.

It is expressly understood that the amount of insurance under this policy shall be reduced by any amount the Company may pay under any policy insuring a mortgage to which exception is taken in Schedule B or to which the insured has agreed, assumed, or taken subject, or which is hereafter executed by an insured and which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy to the insured owner.

12. PAYMENT OF LOSS.

(a) No payment shall be made without producing this policy for endorsement of the payment unless the policy has been lost or destroyed, in which case proof of loss or destruction shall be furnished to the satisfaction of the Company.

(b) When liability and the extent of loss or damage has been definitely fixed in accordance with these Conditions and Stipulations, the loss or damage shall be payable within 30 days thereafter.

13. SUBROGATION UPON PAYMENT OR SETTLEMENT.

(a) The Company's Right of Subrogation.

Whenever the Company shall have settled and paid a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant.

The Company shall be subrogated to and be entitled to all rights and remedies that the insured claimant would have had against any person or property in respect to the claim had this policy not been issued. If requested by the Company, the insured claimant shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect this right of subrogation. The insured claimant shall permit the Company to sue, compromise or settle in the name of the insured claimant and to use the name of the insured claimant in any transaction or litigation involving these rights or remedies.

If a payment on account of a claim does not fully cover the loss of the insured claimant, the Company shall be subrogated to these rights and remedies in the proportion that the Company's payment bears to the whole amount of the loss.

If loss should result from any act of the insured claimant, as stated above, that act shall not void this policy, but the Company, in that event, shall be required to pay only that part of any losses insured against by this policy that shall exceed the amount, if any, lost to the Company by reason of the impairment by the insured claimant of the Company's right of subrogation.

(b) The Company's Rights Against Non-Insured Obligors.

The Company's right of subrogation against non-insured obligors shall exist and shall include, without limitation, the rights of the insured to indemnities, guaranties, other policies of insurance or bonds, notwithstanding any terms or conditions contained in those instruments that provide for subrogation rights by reason of this policy.

14. ARBITRATION.

Unless prohibited by applicable law, either the Company or the insured may demand arbitration pursuant to the Title Insurance Arbitration Rules of the American Arbitration Association. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the insured arising out of or relating to this policy, any service of the Company in connection with its issuance or the breach of a policy provision or other obligation. All arbitrable matters when the Amount of Insurance is $1,000,000 or less shall be arbitrated at the option of either the Company or the insured. All arbitrable matters when the Amount of Insurance is in excess of $1,000,000 shall be arbitrated only when agreed to by both the Company and the insured. Arbitration pursuant to this policy and under the Rules in effect on the date the demand for arbitration is made or, at the option of the insured, the Rules in effect at Date of Policy shall be binding upon the parties. The award may include attorneys' fees only if the laws of the state in which the land is located permit a court to award attorneys' fees to a prevailing party. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court having jurisdiction thereof.

The law of the situs of the land shall apply to an arbitration under the Title Insurance Arbitration Rules.

A copy of the Rules may be obtained from the Company upon request.

15. LIABILITY LIMITED TO THIS POLICY: POLICY ENTIRE CONTRACT.

(a) This policy together with all endorsements, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. In interpreting any provision of this policy, this policy shall be construed as a whole.

(b) Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the title to the estate or interest covered hereby or by any action asserting such claim, shall be restricted to this policy.

(c) No amendment of or endorsement to this policy can be made except by a writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

16. SEVERABILITY.

In the event any provision of the policy is held invalid or unenforceable under applicable law, the policy shall be deemed not to include that provision, and all other provisions shall remain in full force and effect.

17. NOTICES, WHERE SENT.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall include the number of this policy and shall be addressed to the Company at: First American Title Insurance Company of Texas, 2000 Bering Drive, Suite 100, Houston, TX 77057.

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 also may write the Texas Department of Insurance, P.O. Box 149091, Austin, TX 78714-9091, Fax No. (512) 475-1771. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

Owner Policy

TO

CITY OF SAN ANTONIO

ISSUED BY:

FIRST AMERICAN TITLE COMPANY
OF SAN ANTONIO
1919 N.W. Loop 410, Suite 200
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:
1-800-347-7826

FOR INFORMATION, OR TO MAKE A COMPLAINT, CALL: 1-800-347-7826

OWNER
POLICY
SERIAL
NUMBER A 309198 O

Date of Policy March 24, 1992 at a.m. p.m. 10:14

Issued With No. n/a

G. F. No. 91-06-787 DA

Premium(s) $ 861.00

Rate Rule(s) R-3

Property Type #5

$ 80,428.00
Amount of Insurance

First American Title Insurance Company of Texas

SCHEDULE A

1. Name of Insured:

CITY OF SAN ANTONIO

2. The estate or interest in the land that is covered by this policy is:
Fee Simple Title to the real estate hereinafter described is vested in the Insured by Warranty Deed dated March 23, 1992, from Rodolph L. Villarreal a/k/a Rodolfo L. Villarreal and wife, Olga C. Villarreal, filed for record in the Real Property Records of Bexar County, Texas, under File No. 2227637.

3. Title to the estate or interest in the land is vested in:

CITY OF SAN ANTONIO

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

All that 0.0088 of an acre (384 square feet) tract of land situated in New City Block 364, City of San Antonio, Bexar County, Texas, and being out of and a part of that certain tract of land designated Lot A-7, Block 36, as shown on the City's Tax Assessor map of said New City Block 364, same being described in a Deed to Rodolfo Villarreal as recorded in Volume 3674, Page 1879, Deed Records of Bexar County, Texas, said 0.0088 of an acre of land being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof.

FIRST AMERICAN TITLE COMPANY
OF SAN ANTONIO Agent

By: Delia Araujo
Delia Araujo, Vice President

This policy is not valid unless duly countersigned by agent.

COUNTERSIGNED:
on and as of the date hereof.

Geogram Corporation
Land Surveyors

4100 Piedras Drive East • Suite 165 • San Antonio, Texas 78228 • (512) 732-3401

STATE OF TEXAS:

COUNTY OF BEXAR: FEE TITLE PARCEL

ALL that 0.0088 of an acre (384 square feet) tract of land situated in N.C.B. 364, City of San Antonio, Bexar County, Texas, and being out of and a part of that certain tract of land designated Lot A-7, Block 36, as shown on the City's Tax Assessor map for said N.C.B. 364, same being described in a deed to Rodolfo Villarreal as recorded in Volume 3674, Page 1879, Deed Records of Bexar County, Texas, said 0.0088 of an acre tract of land being more particularly described by metes and bounds as follows:

BEGINNING at ½ inch iron rod found in the east line of San Pedro Avenue, 82 foot wide right-of-way, same being the west line of said N.C.B. 364, and being the northwest corner of that certain tract of land owned by Bill Miller's Bar-B-Q and locally known as 1008 San Pedro Avenue, same being the southwest corner of said Lot A-7 said Villarreal tract and this tract;

THENCE: along the east line of said San Pedro Avenue, same being the west line of said N.C.B. 364, said Lot A-7 and said Villarreal tract N 00° 07' 31" W, for a distance of 50.60 feet to a ½ inch iron rod set for the southwest corner of Lot 13 of the Levy Subdivision, a subdivision of record in Volume 4400, Page 131, Plat Records of Bexar County, Texas, and being the northwest corner of said Lot A-7, said Villarreal tract and this tract;

THENCE: along the south line of said Lot 13, same being the north line of said Lot A-7 and said Villarreal tract S 89° 37' 56" E, for a distance of 11.00 feet to a ½ inch iron rod set for the northeast corner of this tract;

THENCE: crossing said Lot A-7 and said Villarreal tract S 07° 34' 28" W, for a distance of 50.98 feet to a cotton spindle set in the north line of said Bill Miller's Bar-B-Q tract, same being the south line of said Lot A-7 and said Villarreal tract and being the southeast corner of this tract;

THENCE: along the north line of said Bill Miller's Bar-B-Q tract, same being the south line of said Lot A-7, said Villarreal tract and this tract N 89° 57' 01" W, for a distance of 4.17 feet to the POINT OF BEGINNING and containing 0.0088 of an acre (384 square feet) of land within these metes and bounds.

RM 10-21-91

Lockwood, Andrews & Newnam, Inc.

RECEIVED
JUN 14 1991
ROW ACQUISITION

RPS

STATE OF TEXAS
REGISTERED
R. P. SHELLEY
4540
PROFESSIONAL
LAND SURVEYOR

1248-46-116-100

June 3, 1991

EXHIBIT "A"

OWNER
POLICY
SERIAL
NUMBER A309198 O

G.F. No. 91-06-787 DA

First American Title Insurance Company of Texas

SCHEDULE B

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorney's fees or expenses) that arise by reason of the terms and conditions of the leases or easements insured, if any, shown in Schedule A and the following matters:

1. ~~The following restrictive covenants of record itemized below (the Company must either insert specific recording data or delete this exception)~~:

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

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured.

4. 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 other statutory water 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 the right of access thereto, or right of easement along and across the same.

5. Standby fees and taxes for the year 19 92 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 San Antonio Independent School District.

6. The following lien(s) and other matter(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s) and other matter(s) (This exception may be deleted if no lien or other matter is set forth below):

7. Rights of parties in possession.

FIRST AMERICAN TITLE COMPANY
OF SAN ANTONIO Agent

This policy is not valid unless duly countersigned by agent.

COUNTERSIGNED:
on and as of the date hereof.

By: Delia Araujo
Delia Araujo, Vice President

#11^00 91-06 787 DA

2227636

/dow 10/21/91

Misc. Easements & Dedications

Return to:

Project: North Flores #35, Phase I, 35Y, Myrtle Street

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

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 **ONE HUNDRED FORTY-THREE THOUSAND AND NO/100 DOLLARS ($143,000.00)** dated July 16, 1986 executed by **RODOLFO L. VILLARREAL and OLGA C. VILLARREAL**, payable to the order of **NORTHSIDE BANK**, secured by Deed of Trust (Security Agreement, Assignment of Rents and Financing Statement) of even date, recorded in Volume 3761, Page 0163, Real Property Records of Bexar County, Texas, against the following described property, to-wit:

> All that 0.0088 of an acre (384 square feet) tract of land situated in New City Block 364, City of San Antonio, Bexar County, Texas, and being out of and a part of that certain tract of land designated Lot A-7, Block 36, as shown on the City's Tax Assessor map or said New City Block 364, same being described in a Deed to Rodolfo Villarreal as recorded in Volume 3674, Page 1879, Deed Records of Bexar County, Texas, said 0.0088 of an acre of land being more particularly described by metes and bounds as shown on Exhibit **"A"** attached hereto and made a part hereof;

for and in consideration of the sum of **ONE AND NO/100 DOLLARS ($1.00)** paid to the undersigned by **RODOLFO L. VILLARREAL and OLGA VILLARREAL**, the receipt of which is hereby acknowledged, do hereby **RELEASE, DISCHARGE and FOREVER ACQUIT** unto the said **RODOLFO L. VILLARREAL and OLGA VILLARREAL**, the above described property from said Deed of Trust, against the same securing the payment of the above described note.

03-24-92 0706172 0800372 $9.00 Y 01 09053

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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 owning on said note not heretofore and hereby released by the undersigned.

EXECUTED this the 27 day of November, A.D., 1991.

FEDERAL DEPOSIT INSURANCE CORPORATION AS RECEIVER OF **NORTHSIDE BANK**

BY: _____

~~President~~

ROBERT G. MILLER, SUPERVISORY LIQUIDATION SPECIALIST

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the _____ day of _____, 1991 by _____, _____ of **NORTHSIDE BANK.**

_____
Notary Public in and for the State of TEXAS

_____
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: _____

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STATE OF CALIFORNIA }
}
COUNTY OF ORANGE }

On the 27 day of November, 1991, personally appeared before me ROBERT G. MILLER who being duly subscribed, sworn to and acknowledged, did say that he is SUPERVISORY LIQUIDATION SPECIALIST the Federal Deposit Insurance Corporation, that (s)he signed the foregoing document pursuant to the authority of 12 U.S.C. Sections 191 and 1821(c), that pursuant to such authority the Federal Deposit Insurance Corporation was appointed as the sole Receiver of Northside Bank, that said Corporation has no corporate seal, and that the foregoing document was signed on behalf of the Federal Deposit Insurance Corporation as Receiver of Northside Bank.

My Commission Expires: Wanda Hendrickson
NOTARY PUBLIC

3/20/95

Residing at: 4 Park Plaza, Jamboree Center
Irvine, CA 92714

OFFICIAL SEAL
Wanda Hendrickson
NOTARY PUBLIC · CALIFORNIA
ORANGE COUNTY
My Comm. Expires Mar. 20, 1995

VOL 5293 PAGE 2101

GC Geogram Corporation
Land Surveyors

4100 Piedras Drive East • Suite 165 • San Antonio, Texas 78228 • (512) 732-3401

STATE OF TEXAS:

COUNTY OF BEXAR: FEE TITLE PARCEL

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RM 10-21-91

Lockwood, Andrews & Newnam, Inc.

RECEIVED JUN 14 1991

RPS

STATE OF TEXAS REGISTERED R. P. SHELLEY 4540 PROFESSIONAL LAND SURVEYOR

1248-46-116-100

June 3, 1991

EXHIBIT "A"
ROW ACQUISITION

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

STATE OF TEXAS, COUNTY OF BEXAR

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

MAR 25 1992

COUNTY CLERK BEXAR COUNTY, TEXAS

Robert D. Green

County Clerk Bexar County, Texas

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

1992 MAR 24 A 10: 14

CITY OF SAN ANTONIO

Interdepartment Correspondence Sheet

CONSENT AGENDA
23-09-01
ITEM NO. 45

TO: City Council

FROM: Joe A. Aceves, P.E., Director of Public Works

COPIES TO: William S. Toudouze, Real Estate Manager, Real Estate Division

SUBJECT: Ordinance Authorizing Procurement of Right-of-Way and Expenditure of the Sum of $81,933.50 Out of Various Funds.

Date February 13, 1992

SUMMARY AND RECOMMENDATION:

SECTION 1 acquires two (2) parcels and an Easement in connection with the VILLARREAL - CLARK TO MOZART PROJECT. Two (2) parcels remain to be acquired on this five (5) parcel project. The sum of $705.50 is being expended out of CDBG funds. This project is in Council District No. 2.

SECTION 2 acquires title to a parcel in connection with the BRIGHTON PARK SUBDIVISION, UNIT NO. 1. This is the first of two (2) parcels to be acquired on this project. The sum of $800.00 is being expended out of General Obligation Bonds. This project is in Council District No. 4.

SECTION 3 acquired title to one parcel in connection with the NORTH FLORES #35, PHASE I, 35Y, MYRTLE STREET PROJECT. Two (2) parcels have been acquired on this four (4) parcel project. The sum of $80,428.00 is to be expended out of General Obligation Bonds. This project is in Council District No. 1.

FINANCIAL IMPACT:

The total sum to be expended under this Ordinance is $81,933.50. These funds are available from approved budgeted items out of the following funding sources:

General Obligation Bonds	$81,228.00
CDBG Funds	705.50

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

RECOMMENDATION APPROVED:

ALEXANDER E. BRISEÑO
City Manager

REQUEST FOR ORDINANCE / RESOLUTION - ATTACHMENT

FISCAL DATA

SECTION 1. VILLARREAL - CLARK TO MOZART PROJECT

CDBG Funds #26-013, Project #013782
Index Code #441378
SID #N/A
Object Code #05-361
Amount to be expended - $120.50 (Purchase of Land)
585.00 (Easement)

SECTION 2. BRIGHTON PARK SUBDIVISION, UNIT NO. 1

1983 Drainage Bonds #45-306, Project #306151
Index Code #421115
SID #N/A
Object Codes #05-361
Amount to be expended - $800.00 (Purchase of Land)

SECTION 3. NORTH FLORES #35, PHASE I, 35Y, MYRTLE STREET PROJECT

1987 Drainage Bonds #45-706, Project #706052
Index Code #553438
SID #N/A
Object Code #05-361
Amount to be expended - $80,428.00 (Purchase of Land)

PROPERTY ADDRESSES

SECTION 1. VILLARREAL - CLARK TO MOZART PROJECT

13843 - 329 Villarreal
13844 - 3118 Elgin Avenue
13847 - Vacant proeprty at Mozart and Villarreal

SECTION 2. BRIGHTON PARK SUBDIVISION, UNIT NO. 1

Misc. - 461 Stonewall

SECTION 3. NORTH FLORES #35, PHASE I, 35Y, MYRTLE STREET PROJECT

Misc. - 1012 San Pedro