

/mm 10/19/89

AN ORDINANCE 70473

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$20,238.00 OUT OF VARIOUS FUNDS TO ACQUIRE TITLE TWO (2) PARCELS AND PAYING FOR TITLE CHARGES IN CONNECTION WITH THE HI-LIONS DRAINAGE PROJECT #80; ACQUIRING TITLE TO A PARCEL IN CONNECTION WITH THE NEW ACCESS STREET PROJECT (W. WOODLAWN AVENUE TO W. MAGNOLIA AVENUE); REVISING THE BUDGET BY TRANSFERRING FUNDS IN CONNECTION WITH THE NEW ACCESS STREET PROJECT; ACQUIRING TITLE TO THREE (3) PARCELS IN CONNECTION WITH THE DRIFTWOOD DRAINAGE PROJECT #39 B-F SOUTH AND ACCEPTING TITLE TO A PARCEL OF LAND IN CONNECTION WITH THE AVENIDA GUADALUPE COMMUNITY DEVELOPMENT PROJECT.

\*\*\*\*\*

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

WHEREAS, funds are available through various sources to purchase 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 \$2,158.00 is hereby appropriated and authorized to be expended out of Fund #45-506, Project #506601, Index Codes #505867 and #505875 in connection with the HI-LIONS DRAINAGE PROJECT #80, payable as follow:

- A. The sum of \$990.00 payable to ALAMO TITLE COMPANY as escrow agent for ROLAND F. PAEZ and wife, MARIA J. PAEZ, for title to part of Acreage Tract 54, New City Block 7525. - Parcel 11648. - To be expended out of Index Code #505867.
- B. The sum of \$353.00 payable to ALAMO TITLE COMPANY for title charges in connection with the above mentioned Parcel 11648. - To be expended out of Index Code #505875.
- C. The sum of \$815.00 payable to MAURO GARCIA BERNAL and wife, LETICIA GARCIA BERNAL, 113 Talisman, San Antonio, Texas 78210; joined by ROGER S. ADLER and wife, BETTY LOU EPSTEIN ADLER and STEVEN JAY EPSTEIN, for title to part of Lot 11, Block 10, New City Block 10790. - Parcel 11658. - To be expended out of Index Code #505867.

SECTION 2. The sum of \$12,600.00 is hereby authorized to be expended out of Fund #26-013, Project #013122, Index Code #262030, in connection with the NEW ACCESS STREET PROJECT (W. Woodlawn Avenue to W. Magnolia Avenue), payable to FIRST AMERICAN TITLE COMPANY as escrow agent for Iglesia Central Del Nazareno/C.L.A.D., for title to a parcel of land containing 6,278.38 sq. ft. out of portion of Lots 71, 72, 73 and 74, Block 1, N.C.B. 6480. - Parcel 12410.

SECTION 3. The budget of Fund 26, Project #013122 is hereby revised by transferring \$4,025.00 from Index Code 262089 to Index Code 262030, in connection with the New Access Street Project.

SECTION 4. The sum of \$1,455.00 is hereby appropriated and authorized to be expended out of Fund #45-706, Project #706252, Index #526913, in connection with the DRIFTWOOD DRAINAGE PROJECT #39 B-F SOUTH, payable as follows:

- A. The sum of \$285.00 payable to JAMES CONTI, 411 E. Evergreen, San Antonio, Texas 78212, for title to part of Lot 12, Block 2, New City Block 11038. - Parcel 12695.
- B. The sum of \$285.00 payable to RAYMOND G. BRUCKER and wife RUBY BRUCKER, 3046 Weir, San Antonio, Texas 78226, for title to part of Lot 13, Block 2, New City Block 11038. - Parcel 12696.
- C. The sum of \$885.00 payable to LORRAINE PERSYN MAY, 1103 Alexander Hamilton, San Antonio, Texas 78228, for title to part of Lot 4, New City Block 11316. - Parcel 12699.

SECTION 5. A Warranty Deed from THE URBAN RENEWAL AGENCY, granting title to the south one-half of Lots 37 and 38, New City Block 2444, in connection with the AVENIDA GUADALUPE COMMUNITY DEVELOPMENT PROJECT is hereby accepted. - S.P. #541.

SECTION 6. Copies of the respective instruments of conveyance are attached hereto and made a part hereof for all purposes. The City of San Antonio accepts title to the respective parcels upon closing of each transaction.

PASSED AND APPROVED this the 24 day of November, 1989.

*Lila Cockrell*

M A Y O R

ATTEST:

*Norma S. Rodriguez*  
City Clerk

APPROVED AS TO FORM:

*Tom Finlay*  
City Attorney

89-47

ARTS & CULTURAL AFFAIRS
AVIATION
BUDGET & RESEARCH
BUILDING INSPECTIONS
BUILDING INSPECTIONS-HOUSE NUMBERING
CITY ATTORNEY
LUIS GARCIA, MUNICIPAL COURT
REAL ESTATE (FASSNIDGE)
REAL ESTATE (WOOD)
TRIAL SECTION
CITY MANAGER
KAREN DAVIS, ASST. TO THE MANAGER
CODE COMPLIANCE
SPECIAL PROJECTS
CITY PUBLIC SERVICE
CITY PUBLIC SERVICE-MAPS & RECORDS
CITY WATER BOARD
COMMERCIAL RECORDER
COMMUNITY DEVELOPMENT (BASEMENT)
CONVENTION & VISITORS BUREAU
CONVENTION FACILITIES
DOME DEVELOPMENT OFFICE
DOWNTOWN INITIATIVES
ECONOMIC & EMPLOYMENT DEVELOPMENT (DEED)
ENVIRONMENTAL MANAGEMENT
FINANCE DIRECTOR
ASSESSOR
CONTROLLER
GRANTS
RISK MANAGEMENT
TREASURY
FIRE DEPARTMENT
HUMAN RESOURCES & SERVICES
INFORMATION RESOURCES
INTERNATIONAL RELATIONS
LIBRARY
MARKET SQUARE
METROPOLITAN HEALTH DISTRICT
MUNICIPAL CODE CORPORATION (PUBLICATION)
MUNICIPAL COURTS
PARKS & RECREATION
PERSONNEL
PLANNING
ZONING ADMINISTRATION
POLICE DEPARTMENT
PUBLIC UTILITIES
PUBLIC WORKS
CAPITAL PROJECTS MANAGEMENT
CENTRAL MAPPING
ENGINEERING
REAL ESTATE (BILL TOUDOUZE)
TRAFFIC ENGINEERING
PURCHASING & GENERAL SERVICES
WATER RESOURCES MANAGEMENT

ITEM NO. 40  
 DATE: NOV 2 1989

MEETING OF THE CITY COUNCIL

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

ORD. NO. 70473 ZONING CASE \_\_\_\_\_

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

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

**89-47**

**CONSENT AGENDA**

TO: City Attorney  
DATE: October 17, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 2nd

Parcel: 11648

Project: Hi-Lions Drainage #80

1. Amount to appropriate (or authorize payment): \$990.00 plus \$353.00 - TOTAL \$1,343.00
2. Title company, as escrow agent: Alamo
3. Account or Fund #: #45-506601, Index Code #505867 and Index Code #505875

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

Also paying for title charges per attached copy of invoice.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

SALES AGREEMENT

\* \* \* \* \*

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

THAT, ROLAND F. PAEZ and wife, MARIA J. PAEZ, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of NINE HUNDRED NINETY AND NO/100 (\$990.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A parcel of land containing 0.065 acres, more or less, out of a tract known as 54B, being the East 75 feet of the West 125 feet of the South 390 feet of Lot 54, Block 6, New City Block 7525, PASADENA HEIGHTS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 642, Page 186, Deed and Plat Records of Bexar County, Texas; said 0.065 acre parcel out of Lot 54, being particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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

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

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

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

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

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

The agreed purchase price in the amount of \$990.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 29th day of March, A.D., 1989.

WITNESS:

[Signature]

Roland F. Paetz  
ROLAND F. PAEZ

Maria J. Paetz  
MARIA J. PAEZ

OWNER ADDRESS:

231 Chickering  
San Antonio, Texas 78210

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY: \_\_\_\_\_  
WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

PARCEL NO. 11648  
(Revised)

FIELD NOTES FOR RIGHTS OF WAY (FEE SIMPLE) FOR DRAINAGE AND SANITARY SEWER OUT OF LOT D54, BLOCK 6, N.C.B. 7525, SAN ANTONIO, TEXAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

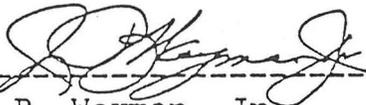
BEGINNING at the northwest corner of said lot; THENCE N.89°56'47"E. with the north line of said lot 75.00 feet to an iron pin set for a northeast corner;

THENCE S.00°14'57"E. with the east line of said lot 45.97 feet to an iron pin set for an angle point;

THENCE N.77°17'38"W. 76.96 feet to an iron pin set in the west line of said lot;

THENCE N.00°14'57"W. with the west line of said lot 28.97 feet to the point of beginning and containing 0.065 acres of land.



  
-----  
J.P. Weyman, Jr.  
Registered Public Surveyor #3634



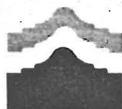
Date: June 13, 1987  
Revised: December 12, 1988

EXHIBIT "A"

RECEIVED  
DEC 22 1988

ROW ACQUISITION

STATEMENT



Alamo Title Company

175 East Houston Street, Suite 200 San Antonio, Texas 78205  
(512) 227-0231

Mr. William S. Toudouze  
Real Estate Division  
City of San Antonio  
Main Plaza Building, 5th Floor  
114 West Commerce  
San Antonio, Texas 78205

October 13, 1989  
RE: Gty. No. DT228273  
Parcel 11648  
Hi-Lions Drainage Project #80

ITEMIZATION OF CHARGES

Owner Title Policy (\$990.00)	\$253.00
Escrow Fee	100.00

TOTAL DUE \$353.00

*OK RE*

Please make check payable to Alamo Title Company

Thank You

**ALAMO TITLE**  
OCT 13 1989

REAL ACQUISITION

RECIPIENT - KEEP BLUE COPY RETURN WHITE COPY

THIS COPY MUST BE RETURNED WITH REMITTANCE

/le

TO: City Attorney

DATE: October 19, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 2nd

Parcel: 11658

Project: Hi-Lions Drainage #80

1. Amount to appropriate (or authorize payment): \$815.00

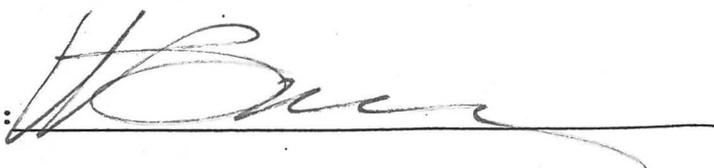
2. Title company, as escrow agent: N/A

3. Account or Fund #: #45-506601, Index Code #505867

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/dow 09/12/89  
09/18/89

Parcel: 11658

Project: Hi-Lions Drainage  
Project #80

SALES AGREEMENT

\* \* \* \* \*

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

THAT, ROGER S. ADLER and wife, BETTY LOU EPSTEIN ADLER and SANT SAROOP SINGH KHALSA, a married man owning, claiming and occupying other property as his homestead and MAURO GARCIA BERNAL and wife, LETICIA GARCIA BERNAL, also known as MAURO BERNAL GARCIA and wife, LETICIA BERNAL GARCIA, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of EIGHT HUNDRED FIFTEEN AND NO/100 (\$815.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A permanent drainage right-of-way out of the South part of Lot 11, Block 10, New City Block 10790, San Antonio, Texas; being more particularly described in Exhibit "A", attached hereto and made a part hereof;

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

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

SPECIAL CONDITIONS:

The City of San Antonio, through its Contractor, shall relocate existing fence, if any, to revised boundary line. Said fence shall be reinstalled to be as good or better than existing condition. It is further agreed that SELLERS shall allow PURCHASER and/or its representatives necessary access for utility relocation.

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.

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

The agreed purchase price in the amount of \$815.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

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

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

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

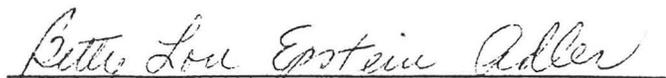
Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER, cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire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

EXECUTED this the 12th day of October, A.D., 1989.

WITNESS:

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

  
\_\_\_\_\_  
ROGER S. ADLER

  
\_\_\_\_\_  
BETTY LOU EPSTEIN ADLER

Royce Morrison

Sant Saroop Singh Khalsa  
SANT SAROOP SINGH KHALSA, a married man  
owning, claiming and occupying other  
property as his homestead

Royce Morrison x

Mauro Garcia Bernal  
MAURO GARCIA BERNAL, aka MAURO BERNAL  
GARCIA

Royce Morrison x

Leticia Garcia Bernal  
LETICIA GARCIA BERNAL, aka LETICIA BERNAL  
GARCIA

OWNER'S ADDRESS:

113 TALISMAN  
SAN ANTONIO, TX 78210

ADDRESS OF PARCEL:

SAME

ACCEPTED:

CITY OF SAN ANTONIO

BY: \_\_\_\_\_  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

PARCEL NO. 11658

FIELD NOTES FOR A PERMANENT DRAINAGE RIGHT OF WAY OUT OF THE SOUTH PART OF LOT 11, BLOCK 10, N.C.B. 10790, SAN ANTONIO, TEXAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at an iron pin found for the intersection of the south line of Chickering Avenue with the west line of Talisman Road; Thence S.00°13'36"E. along the west line of Talisman Road 50.00 feet to an iron pin; Thence S.89°43'24"W. 75.91 feet to an iron pin set in the east line of said lot for the beginning point for the parcel being described;

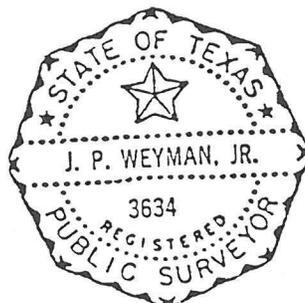
THENCE S.02°05'39"E. along the east line of said lot 2.27 feet to an iron pin set for a point of tangency of a curve to the left;

THENCE along the arc of said curve having a radius of 341.31 feet, a central angle of 13°13'12" and a tangent of 39.55 feet, 78.75 feet to an iron pin set for the southeast corner of said lot;

THENCE S.89°43'24"W. along the south line of said lot 16.35 feet to an iron pin found for the southwest corner of said lot;

THENCE N.08°06'39"W. along the west line of said lot 80.75 feet to an iron pin found for a northwest corner;

THENCE N.89°43'24"E. 15.77 feet to the point of beginning and containing 0.027 acres of land.



*J. P. Weyman, Jr.*  
J. P. Weyman, Jr. Registered  
Public Surveyor

Date: May 9, 1989

10790

MAY 19 1989

ROW ACQUISITION

EXHIBIT "A"

*Handwritten signature*  
5-22-89

MF2

NAME2

86CI-11817

1210

NO.

IN RE

§

IN THE DISTRICT COURT

CHANGE OF NAME OF

§

JUDICIAL DISTRICT

SANT SAROOP SINGH KHALSA and  
DAS KAUR KHALSA, ADULTS, AND GURU  
MITAR KAUR KHALSA and SIRI DASMESH  
SINGH KHALSA, MINOR CHILDREN

57th

§

BEXAR COUNTY, TEXAS

MAINTENANCE

ORDER

On the 2<sup>nd</sup> day of July, 1986, came on to be heard the Original Petition of SANT SAROOP SINGH KHALSA and DAS KAUR KHALSA, Adults and as next friends for GURU MITAR KAUR KHALSA and SIRI DASMESH SINGH KHALSA, Minor Children, to change Petitioners' names to STEVEN JAY EPSTEIN and CAROL LYNN EPSTEIN and to change the name of the minor children to CRYSTAL ANAND EPSTEIN and SAMUEL ALAN EPSTEIN, which Original Petition has heretofore been filed. The Court, having considered such Original Petition, and finding it in due form, and having heard the testimony of the applicants and being of the opinion and satisfied from the facts alleged and proven that the applicants reside in the County of Bexar, State of Texas, that the statements and allegations in such application are true and correct and that it is as alleged for the interest and benefit of said applicants and their minor children to so change their names and to adopt such other names.

It is accordingly ORDERED that authority to so change such original name to adopt such other names be, and it is hereby granted.

It is further ORDERED that this Order shall constitute authority for change of Petitioners' names from SANT SAROOP SINGH KHALSA and DAS KAUR KHALSA to STEVEN JAY EPSTEIN and CAROL LYNN EPSTEIN and to change the name of the minor children from GURU MITAR KAUR KHALSA and SIRI DASMESH SINGH KHALSA to CRYSTAL ANAND EPSTEIN and SAMUEL ALAN EPSTEIN on any and all documents, including but not limited to the birth cer-

ificates of both Petitioners and the minor children.

SIGNED and ENTERED on the 2nd day of July, 1986.

*Rose Sinton*  
JUDGE PRESIDING

APPROVED:

MARTIN AND SMITH  
111 Soledad, Suite 800  
San Antonio, Texas 78205  
(512) 226-0011

*Dennis R. Martin*

DENNIS R. MARTIN  
State Bar No. 13059400  
ATTORNEY FOR PETITIONERS

STATE OF TEXAS  
COUNTY OF BEXAR  
I, DAVID J GARCIA  
DISTRICT CLERK OF BEXAR COUNTY  
Texas, do hereby certify that the foregoing is a  
true and correct copy of the original record now  
in my lawful custody and possession, as appears  
of record in Vol. 585A Page        of the Minutes of  
5th Court on file in my office July 2, 1986  
DAVID J GARCIA  
Bexar County Texas  
By *Wendy Martin* Deputy

/le

TO: City Attorney

DATE: October 17, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 2nd

Parcel: 12410

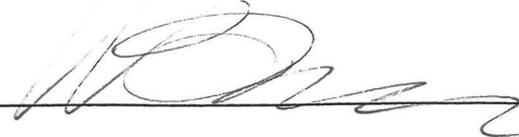
Project: New Access Street Project (W. Woodlawn Avenue to W. Magnolia Avenue)

1. Amount to appropriate (or authorize payment): \$12,600.00
2. Title company, as escrow agent: First American
3. Account or Fund #: #26-013122, Index Code #262030

Special Instructions: Accepting to a parcel per attached copy of Sales Agreement.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/mm 10/03/89

PROJECT: New Access Street

PARCEL: 12410

SALES AGREEMENT

\* \* \* \* \*

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

THAT, IGLESIA CENTRAL DEL NAZARENO/C.L.A.D. hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of TWELVE THOUSAND SIX HUNDRED AND NO/100 (\$12,600.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A parcel of land containing 6,278.38 sq. ft. more or less, out of a portion of Lots 71, 72, 73, and 74, New City Block 6480, situated entirely within the corporate limits of the City of San Antonio, Bexar County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS: 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, it's 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 Owners' land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.

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

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

The agreed purchase price in the amount of \$12,600.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as tenant at the will of the PURCHASER.

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

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

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

This contract shall not be binding upon either party until it is accepted by the PURCHASER acting by and through its City Manager or other designated official, and it contains the entire consideration for the sale and conveyance of the premises described herein, there being no other written or parol agreement with any officer or employee of the City of 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 the 10 day of October, A.D., 1989.

WITNESS:

IGLESIA CENTRAL DEL NAZARENO/C.L.A.D.

Johnny S. [Signature]

By: [Signature] M.S.  
REV. MARIO SANCHEZ, PASTOR

OWNER ADDRESS: 1418 W. Woodlawn  
San Antonio, Texas  
78201

ADDRESS OF PARCEL: - SAME AS ABOVE -

ACCEPTED:

CITY OF SAN ANTONIO

BY: \_\_\_\_\_  
WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

6,278.38 Sq. Ft. Parcel

BEING an irregular parcel of land containing 6,278.38 Sq. Ft. more or less, out of a portion of Lots 71, 72, 73, and 74, N.C.B. 6480, situated entirely within the corporate limits of the City of San Antonio, Bexar County, Texas, said parcel being more specifically described as follows:

COMMENCING at the Southeast corner of Lot 71, N.C.B. 6480, said corner lying on the North right-of-way line of West Woodlawn Ave.;

THENCE, N.  $83^{\circ}53'35''$  W. along the North right-of-way line of W. Woodlawn Ave. for a distance of 22.50 feet to an iron pin set for the POINT OF BEGINNING of the herein described 6,278.38 Sq. Ft. tract of land;

THENCE, N.  $83^{\circ}53'35''$  W. for a distance of 50.00 feet to a point for corner;

THENCE, N.  $17^{\circ}08'35''$  W. for a distance of 151.10 feet to a point for corner;

THENCE, S.  $83^{\circ}53'35''$  E. for a distance of 36.72 feet to a iron pin set for corner on the South right -of-way line of an 11.33 Alley;

THENCE, S.  $22^{\circ}51'59''$  E. for a distance of 150.51 feet to a iron pin set;

THENCE, S.  $06^{\circ}03'06''$  W. for a distance of 7.13 feet to the POINT OF BEGINNING and containing 6,278.38 SQ. FT. of land more or less.

Sert. 11, 1989

EXHIBIT "A"

/le

TO: City Attorney

DATE: October 18, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 2nd

Parcel: 12695

Project: Driftwood Drainage #39 B-F South

1. Amount to appropriate (or authorize payment): \$285.00

2. Title company, as escrow agent: N/A

3. Account or Fund #: 45-706252, Index Code #526913

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/dow 9/27/89

Parcel: 12695

Project: Driftwood Drainage  
Project #39 B-F South

**SALES AGREEMENT**

\* \* \* \* \*

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

THAT, JAMES CONTI, a single man, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of TWO HUNDRED EIGHTY-FIVE AND NO/100 (\$285.00) 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 283 square feet of land more or less, out of Lot 12, Block 2, New City Block 11038, ANDERSON MANOR SUBDIVISION in the City of San Antonio, Bexar County, Texas as recorded in Volume 3025, Page 210 of the Deed and Plat Records of Bexar County, Texas. Said 283 square feet of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS:

N O N E

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

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

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

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

The agreed purchase price in the amount of \$285.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as a tenant at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 28 day of September, A.D., 1989.

WITNESS:

Marta San Miguel

James Conti  
JAMES CONTI, a single man

STATE OF TEXAS

COUNTY OF BEXAR

FIELD NOTES  
FOR  
283 SQUARE FEET

PARCEL 12695

FIELD NOTES for 283 square feet of land more or less, out of Lot 12, Block 2, NCB 11038, Anderson Manor Subdivision in the City of San Antonio, Bexar County, Texas as recorded in Volume 3025 Page 210 of the Deed and Plat Records of Bexar County, Texas. Said 283 square feet of land being described as follows:

BEGINNING: At the intersection of the south right-of-way line of Weir Street and the east right-of-way line of Andy Street;

THENCE: Along the south right-of-way line of Weir Street, S 89° 38' 10" E, 56.82 feet to the northeast corner of said Lot 12;

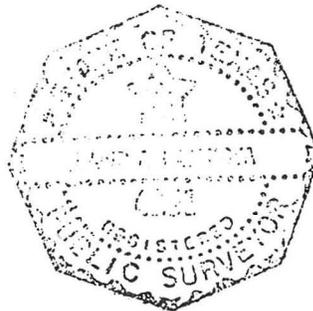
THENCE: Along the east line of said Lot 12, S 00° 13' 09" W, 4.99 feet to a set iron pin;

THENCE: N 89° 38' 22" W, 56.82 feet to a set iron pin on the east right-of-way line of Andy Street;

THENCE: Along said east right-of-way line, N 00° 13' 09" E, 4.99 feet to the POINT OF BEGINNING and containing 283 square feet or 0.007 of an acre of land more or less.

  
DAVID A. CASANOVA  
Registered Public Surveyor No. 4251

Date: 3-11-89



9-26-89  
M.S.M.

RECEIVED  
MAR 15 1989

ROY ACQUISITION

EXHIBIT "A"

OWNER ADDRESS:

411 E. Evergreen  
San Antonio, Texas 78212

ADDRESS OF PARCEL:

3050 Weir Avenue  
San Antonio, Texas 78226

ACCEPTED:

CITY OF SAN ANTONIO

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

WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

/le

TO: City Attorney

DATE: October 17, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 2nd

Parcel: 12696

Project: Driftwood Drainage #39 B-F South

1. Amount to appropriate (or authorize payment): \$285.00

2. Title company, as escrow agent: N/A

3. Account or Fund #: 45-706252, Index Code #526913

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/gl 09/13/89

PROJECT: Driftwood Drainage #39 B-F  
South

PARCEL: 12696

SALES AGREEMENT

\* \* \* \* \*

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

THAT, RAYMOND G. BRUCKER and wife, RUBY BRUCKER, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of TWO HUNDRED EIGHTY-FIVE AND NO/100 (\$285.00) 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 283 square feet of land more or less, out of Lot 13, Block 2, New City Block 11038, Anderson Manor Subdivision in the City of San Antonio, Bexar County, Texas as recorded in Volume 3025, Page 210 of the Deed and Plat Records of Bexar County, Texas. Said 283 square feet of land being more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS: None

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

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

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

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

The agreed purchase price in the amount of \$285.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 10 day of Oct., A.D., 1989.

WITNESS:

Maria San Miguel

Raymond G. Brucker  
RAYMOND G. BRUCKER

Maria San Miguel

Ruby Brucker  
RUBY BRUCKER

OWNER ADDRESS:

3046 Weir  
San Antonio, Texas 78226

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

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

WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

STATE OF TEXAS

COUNTY OF BEXAR

FIELD NOTES  
FOR  
283 SQUARE FEET

PARCEL 12696

FIELD NOTES for 283 square feet of land more or less, out of Lot 13, Block 2, NCB 11038, Anderson Manor Subdivision in the City of San Antonio, Bexar County, Texas as recorded in Volume 3025 Page 210 of the Deed and Plat Records of Bexar County, Texas. Said 283 square feet of land being described as follows:

- BEGINNING: At the northwest corner of said Lot 13 on the south right-of-way line of Weir Street. Said POINT OF BEGINNING being S 89° 38' 10" E, 56.82 feet from the intersection of the south right-of-way line of Weir Street and the east right-of-way line of Andy Street;
- THENCE: S 89° 38' 10" E, 56.82 feet to a found iron pin at the northeast corner of said Lot 13;
- THENCE: Along the east line of said Lot 13, S 00° 13' 09" W, 4.98 feet to a set iron pin;
- THENCE: N 89° 38' 22" W, 56.82 feet to a set iron pin on the west line of said Lot 13;
- THENCE: Along the west line of said Lot 13, N 00° 13' 09" E, 4.99 feet to the POINT OF BEGINNING and containing 283 square feet or 0.007 of an acre of land more or less.



DAVID A. CASANOVA  
Registered Public Surveyor No. 4251

Date: 3-11-89



9-13-89  
MSM.

RECEIVED  
MAR 15 1989

ROY ACQUISITION

/le

TO: City Attorney

DATE: October 18, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 2nd

Parcel: 12699

Project: Driftwood Drainage #39 B-F South

1. Amount to appropriate (or authorize payment): \$885.00

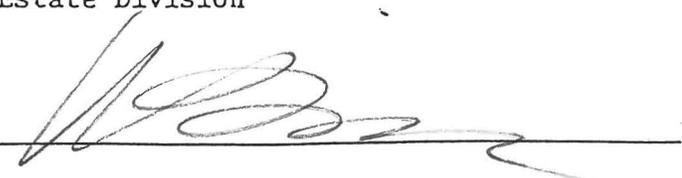
2. Title company, as escrow agent: N/A

3. Account or Fund #: 45-706252, Index Code #526913

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/dow 9/18/89

Parcel: 12699

Project: Driftwood Drainage  
Project #39 B-F South

**SALES AGREEMENT**

\* \* \* \* \*

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

THAT, LORRAINE PERSYN MAY, a widow hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of EIGHT HUNDRED EIGHTY-FIVE AND NO/100 (\$885.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 0.018 of an acre of land more or less, out of the remaining portion of Lot 4, New City Block 11316 in the City of San Antonio, Bexar County, Texas. Said 0.018 of an acre of land being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS:

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, her heirs, legal representatives, successors and/or assigns, does hereby consents and agrees to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owners' land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.

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

First American Title Company shall act as escrow agent and the SELLER upon demand by the PURCHASER agree to deliver such deed duly executed to the escrow

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

The agreed purchase price in the amount of \$885.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as a tenant at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 11 day of October, A.D., 1989.

WITNESS:

Marta San Miguel

Lorraine Persyn May  
LORRAINE PERSYN MAY, a widow

OWNER ADDRESS:

1103 Alexander Hamilton  
San Antonio, Texas 78228

ADDRESS OF PARCEL:

2951 Weir Avenue  
San Antonio, Texas 78226

ACCEPTED:

CITY OF SAN ANTONIO

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

WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

STATE OF TEXAS

COUNTY OF BEXAR

FIELD NOTES  
FOR  
0.018 ACRE

PARCEL 12699

FIELD NOTES for 0.018 of an acre of land more or less, out of the remaining portion of Lot 4, NCB 11316 in the City of San Antonio, Bexar County, Texas. Said 0.018 of an acre of land being described as follow:

COMMENCING: At the point of intersection of the south right-of-way line of Weir Street and the east right-of-way line of Andy Street;

THENCE: With the south right-of-way line of Weir Street the following:

S 89° 38' 10" E, 113.64 feet;  
S 00° 13' 09" W, 5.00 feet;  
S 89° 38' 57" E, 272.95 feet;  
S 00° 00' 53" W, 5.00 feet;  
S 89° 38' 22" E, 355.05 feet and N 00° 00' 53" E, 4.97 feet to a set iron pin for the POINT OF BEGINNING;

THENCE: Continuing with the south right-of-way line of Weir Street, N 00° 00' 53" E, 5.03 feet to a point being the northwest corner of said remaining portion of Lot 4;

THENCE: S 89° 38' 22" E, 154.00 feet to a point being the northeast corner of said remaining porion of Lot 4;

THENCE: Along the east line of said remaining portion of Lot 4, S 00° 00' 53" W, 5.03 feet to a set iron pin;

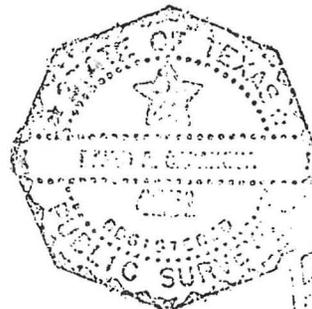
THENCE: N 89° 38' 22" W, 154.00 feet to the POINT OF BEGINNING and containing 0.018 of an acre of land more or less.



DAVID A. CASANOVA  
Registered Public Surveyor No. 4251

Date: 3-11-89

EXHIBIT "A"



9-18-89  
MSM.

RECEIVED  
MAR 15 1989

ROW ACQUISITION

/le

TO: City Attorney

DATE: October 19, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 2nd

Parcel: S.P.#541

Project: Avenida Guadalupe Community Development Project

1. Amount to appropriate (or authorize payment): N/A

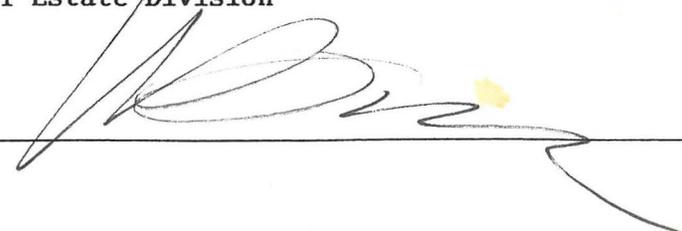
2. Title company, as escrow agent: N/A

3. Account or Fund #: N/A

Special Instructions: Accepting title to a parcel of land per attached copy of Warranty Deed.

cc: To Finance (When funds involved).

Real Estate Division

BY: 





The Grantor shall be deemed a beneficiary of covenants numbered FIRST through THIRD, and the United States, shall be deemed a beneficiary of the covenant numbered THIRD, and such covenants shall run in favor of the Grantor and the United States for the entire period during which such covenants shall be in force and effect, without regard to whether the Grantor and the United States is or remains an owner of any land or interest therein to which such covenants relate. As such a beneficiary, the Grantor in the event of any breach of any such covenant, and the United States in the event of any breach of the covenant numbered THIRD, shall have the right to exercise all the rights and remedies, and to maintain any actions at law or suits in equity or other proper proceedings to enforce the curing of such breach, to which beneficiaries of such covenant may be entitled.

Executed this 12th day of September, A.D. 1989.

URBAN RENEWAL AGENCY OF  
THE CITY OF SAN ANTONIO

BY: Fernando Centeno  
Chairman

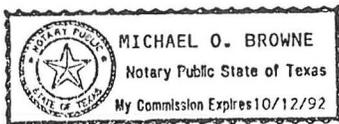
ATTEST:

Elvia Chacon Fernandez  
Secretary

STATE OF TEXAS     }  
                                  }  
COUNTY OF BEXAR   }

BEFORE ME, the undersigned authority, on this day personally appeared Fernando Centeno and Elvia Chacon Fernandez, Chairman and Secretary, respectively, of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas, known to me to be the persons and officers whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and consideration therein expressed and in the capacity therein stated and as the act and deed of the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, Bexar County, Texas.

GIVEN UNDER MY HAND AND SEAL of office, this 12th day of September, 1989.



Michael O. Browne  
Notary Public  
State of Texas

VOL 666 PAGE 1834

**FIELDNOTE DESCRIPTION of a 0.1139 acre  
(4,961.4 sq. ft.) tract of land being a  
portion of lots 37 & 38, NCB 2444 and be-  
ing more particularly described as follows:**

**BEGINNING** at a ½" iron rod set in the north line of Montezuma Alley for the southeast corner of lot 38 and this tract, from which an "X" cut in concrete found at the intersection of the west Right of Way (R.O.W.) line of Brazos Street with the north line of Montezuma Alley bears S 84° 01' 22" E a distance of 67.26 feet,

**THENCE:** N 84° 01' 22" W a distance of 67.26 feet along the north line of Montezuma Alley to an iron rod set for the southwest corner of lot 37 and this tract;

**THENCE:** N 06° 20' 19" E, with the west line of lot 37 a distance of 73.79 feet to an iron rod set for the northwest corner of this tract;

**THENCE:** S 83° 57' 16" E, along the south face of the building whose address is 1308 Guadalupe a distance of 67.29 feet to an iron rod set in the east line of lot 38;

**THENCE:** S 06° 21' 44" W, with the east line of lot 36 a distance of 73.71 feet to the Point of Beginning and containing 0.1139 acres of land.

RECORDER'S MEMORANDUM:  
All Or Parts Of The Text On This Page  
Was Not Clearly Legible For Satisfactory  
Recordation



EXHIBIT "A"

Any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Handicap, Familial Status, or National Origin, is invalid and unenforceable under FEDERAL LAW, 3/12/88  
THE STATE OF TEXAS, COUNTY OF BEXAR  
I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

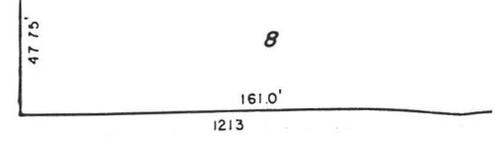
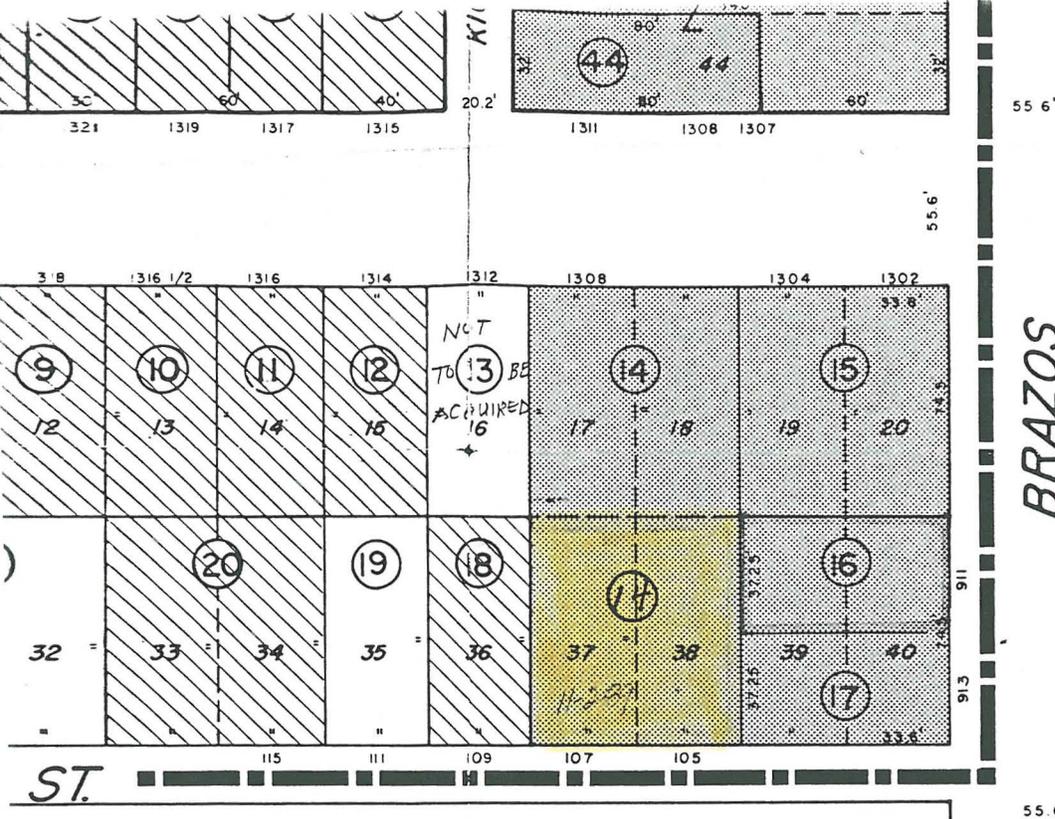
OCT - 2 1989



*Robert D. Green*  
COUNTY CLERK BEXAR COUNTY, TEXAS

FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO  
1039 SEP 29 PM 3 55

*[Handwritten signature]*



*STREET*

**J. T.  
 BRACK  
 ELEM.**

# A GUADALUPE

MUNITY DEVELOPMENT PROGRAM

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. 12410

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

- Deed - Vol. 4709, Pages 0936-0938
- Resolution - Vol. 4709, Pages 0932-0935
- Title Guaranty Policy
- Other: \_\_\_\_\_

The above parcel was obtained for New Access Street

Ordinance No.: 70473, Date: 11-2-89

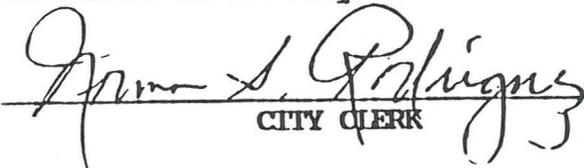
REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: September 30, 1997

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

The Office of the City Clerk

  
CITY CLERK

\$500 DA 89-09-12410

/mm 10/17/89

1847135

PROJECT: New Access Street

Return to:

PARCEL: 12410

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

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

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

THAT, CENTRAL LATIN AMERICAN DISTRICT OF THE CHURCH OF THE NAZARENE, INC., pursuant to a resolution by its Board of Directors hereinafter referred to as "GRANTOR", of the County of Bexar, State of Texas, for and in consideration of the sum of TWELVE THOUSAND SIX HUNDRED AND NO/100 (\$12,600.00), DOLLARS to it in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these present 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 an irregular parcel of land containing 6,278.38 square feet more or less, out of a portion of Lots 71, 72, 73 and 74, Block 1, New City Block 6480, situated entirely within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 71, New City Block 6480, said corner lying on the North right-of-way line of West Woodlawn Avenue;

THENCE, N. 83° 53' 35" W. along the North right-of-way line of W. Woodlawn Avenue for a distance of 22.50 feet to an iron pin set for the POINT OF BEGINNING of the herein described 6,278.38 Sq. Ft. tract of land;

THENCE, N. 83° 53' 35" W. for a distance of 50.00 feet to a point for corner;

THENCE, N. 17° 08' 35" W. for a distance of 151.10 feet to a point for corner;

THENCE, S. 83° 53' 35" E. for a distance of 36.72 feet to an iron pin set for corner on the South right-of-way line of an 11.83 foot Alley;

THENCE, S. 22° 51' 59" E. for a distance of 150.51 feet to an iron pin set;

THENCE, S. 06° 03' 06" W. for a distance of 7.13 feet to the POINT OF BEGINNING and containing 6,278.38 square feet of land more or less.

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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 successors and assigns 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 30<sup>th</sup> day of Nov., A.D., 1989.

CENTRAL LATIN AMERICAN DISTRICT  
OF THE CHURCH OF THE NAZARENE, INC.

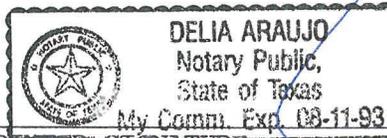
By: [Signature]  
REV. MARIO SANCHEZ, PASTOR

By: [Signature]  
Rev. Joe Dimas, President

STATE OF TEXAS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 30<sup>th</sup> day of November, 1989 by REV. MARIO SANCHEZ, PASTOR of CENTRAL LATIN AMERICAN DISTRICT OF THE CHURCH OF THE NAZARENE, INC. on behalf of said church and Rev. Joe Dimas, President of Central Latin American District of the Church of the Nazarene, Inc.,

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



NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-11-93

VOL 709 PAGE 0937

\$700 89-09-1241DA

Return to:

City of SA  
Recd Est. Div.  
P.O. Box 839966  
SAT 78283-3966

Parcel: 12410

1847134

RESOLUTION TO SELL REAL PROPERTY

At a special meeting of the Board of Directors of CENTRAL LATIN AMERICAN DISTRICT OF THE CHURCH OF THE NAZARENE, INC., held at the office of the corporation located at 1418 West Woodlawn, San Antonio, Texas 78201, on the 27th day of September, 1989. The President, Reverend Joe Dimas, called the meeting to order. The President, Reverend Joe Dimas advised that it was necessary for the church to sell the church property located at 1418 West Woodlawn, San Antonio, Texas 78201.

THEREFORE, the following resolution was made adopted, to-wit:

"RESOLVED, that the President, Reverend Joe Dimas and, Secretary, Reverend Mario Sanchez, of this corporation are hereby authorized and directed to sell all of the real property located at 1418 West Woodlawn, San Antonio, Texas 78201, also known as the real property situated in Bexar County, Texas, to-wit:

Being an irregular parcel of land containing 6,278.38 square feet more or less, out of a portion of Lots 71, 72, 73 and 74, Block 1, New City Block 6480, situated entirely within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more particularly described in EXHIBIT "A" attached hereto and made a part hereof.

FURTHER RESOLVED, that the President, Reverend Joe Dimas, and the Secretary, Reverend Mario Sanchez, are hereby authorized and directed to execute and accept all documents and instruments necessary to consummate this transaction, and it is FURTHER RESOLVED, that all the actions of said officers heretofore made in connection with this sale are hereby ratified and approved.

EXECUTED this the 30th day of November, 1989.

CENTRAL LATIN AMERICAN DISTRICT OF THE CHURCH OF THE NAZARENE, INC.,

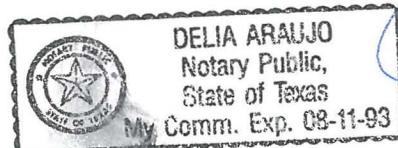
BY: Mario Sanchez  
Rev. Mario Sanchez, Secretary

THE STATE OF TEXAS  
COUNTY OF BEXAR

ACKNOWLEDGMENT:

This instrument was acknowledged before me on the 30th day of November, 1989, by REVEREND MARIO SANCHEZ, Secretary of CENTRAL LATIN AMERICAN DISTRICT OF THE CHURCH OF THE NAZARENE, INC., on behalf of said corporation.

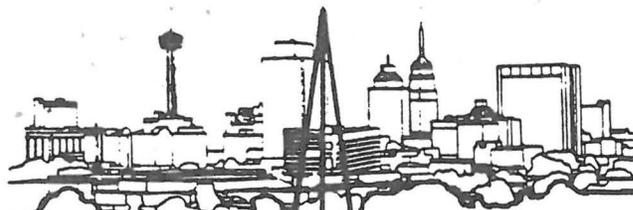
Delia Araujo  
Notary Public, State of Texas



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# Iglesia Central Del Nazareno

1418 W. WOODLAWN  
SAN ANTONIO, TEXAS 78201  
733-8450



November 30, 1989

## RESOLUTION

Names of Board Members of the Church of the Nazarene:

Reverend, Joe Dimas	Tomas Palacios
Juanito Garcia	Maria Quevedo
Fructuoso Garcia	Magdalena Soto
Lydia Herrera	Ruben Villarreal
David Marines	
Norma Marines	

On September 23, 1989, the Board Members of the Church of the Nazarene, by unanimous vote and under the advice of the District Superintendent of the Central Latin American District of the Church of the Nazarene, Inc., A Texas Corp., agreed on the sale of 6,278.38 square feet which consists of parts of lot numbers 74, 73, 72 and 71 for the amount of \$12,600.00 which we are requesting payment from the city of San Antonio for the new access street project partial number 12410.

According to the conversations with Mr. Johnny Saldana, San Antonio negotiator and Mr. William Toudouze, Real Estate Manager Division, a promise was made to mend the parking lot of the church by giving it a new cover with asphalt and making a commercial drive way.

A right is given to Reverend, Joe Dimas, Superintendent of the Central Latin American District and Reverend, Mario Sanchez, Secretary of the Central Latin American District to negotiate and sign agreement of title and sale of properties mentioned above.

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REV. MARIO SANCHEZ  
507 W. RIDGEWOOD, APT. 1  
SAN ANTONIO, TEXAS 78212  
733-9236

EXHIBIT "A"

Being an irregular parcel of land containing 6,278.38 square feet more or less, out of a portion of Lots 71, 72, 73 and 74, Block 1, New City Block 6480, situated entirely within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

COMMENCING at the Southeast corner of Lot 71, New City Block 6480, said corner lying on the North right-of-way line of West Woodlawn Avenue;

THENCE, N.  $83^{\circ} 53' 35''$  W. along the North right-of-way line of W. Woodlawn Avenue for a distance of 22.50 feet to an iron pin set for the POINT OF BEGINNING of the herein described 6,278.38 Sq. Ft. tract of land;

THENCE, N.  $83^{\circ} 53' 35''$  W. for a distance of 50.00 feet to a point for corner;

THENCE, N.  $17^{\circ} 08' 35''$  W. for a distance of 151.10 feet to a point for corner;

THENCE, S.  $83^{\circ} 53' 35''$  E. for a distance of 36.72 feet to an iron pin set for corner on the South right-of-way line of an 11.83 foot Alley;

THENCE, S.  $22^{\circ} 51' 59''$  E. for a distance of 150.51 feet to an iron pin set;

THENCE, S.  $06^{\circ} 03' 06''$  W. for a distance of 7.13 feet to the POINT OF BEGINNING and containing 6,278.38 square feet of land more or less.

OWNER  
POLICY  
SERIAL  
NUMBER 182771 0

Date of Policy December 4, 1989

Issued With No. N/A



G. F. No. 89-09-1241 DA

Premium \$ 276.00

Rate Rule R-3

Property Type #5

Amount \$ 12,600.00

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

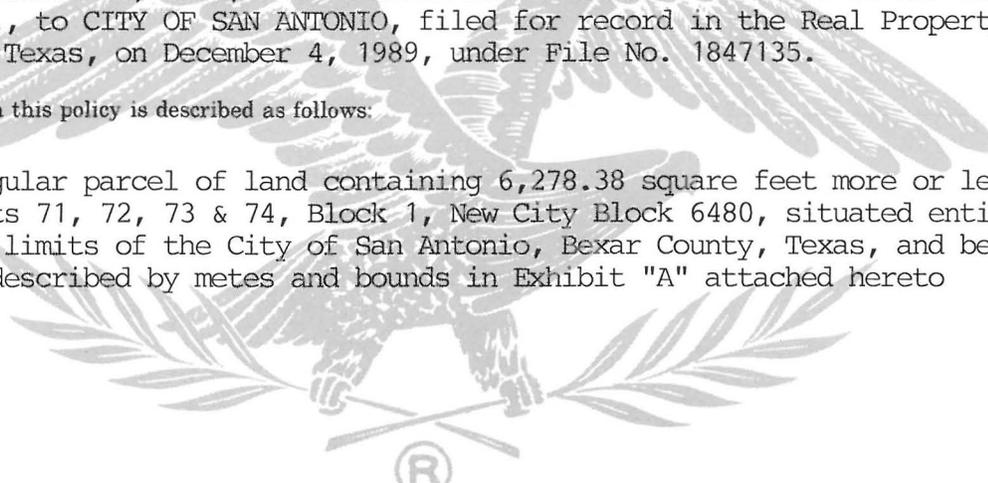
**of Texas**  
**SCHEDULE A**

NAME OF INSURED:  
CITY OF SAN ANTONIO

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. - identify or describe)  
Fee simple title to the real estate hereinafter described is vested in the Insured by Deed dated November 30, 1989, from CENTRAL LATIN AMERICAN DISTRICT OF THE CHURCH OF THE NAZARENE, INC., to CITY OF SAN ANTONIO, filed for record in the Real Property Records of Bexar County, Texas, on December 4, 1989, under File No. 1847135.

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

Being an irregular parcel of land containing 6,278.38 square feet more or less out of a portion of Lots 71, 72, 73 & 74, Block 1, New City Block 6480, situated entirely within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto



FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: Delia Araujo  
Delia Araujo, Escrow Officer

This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

EXHIBIT "A"

Being an irregular parcel of land containing 6,278.38 square feet more or less, out of a portion of Lots 71, 72, 73 and 74, Block 1, New City Block 6480, situated entirely within the corporate limits of the City of San Antonio, Bexar County, Texas, and being more particularly described as follows:

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OWNER  
POLICY  
SERIAL  
NUMBER 182771 0

G. F. No. 89-09-1241 DA



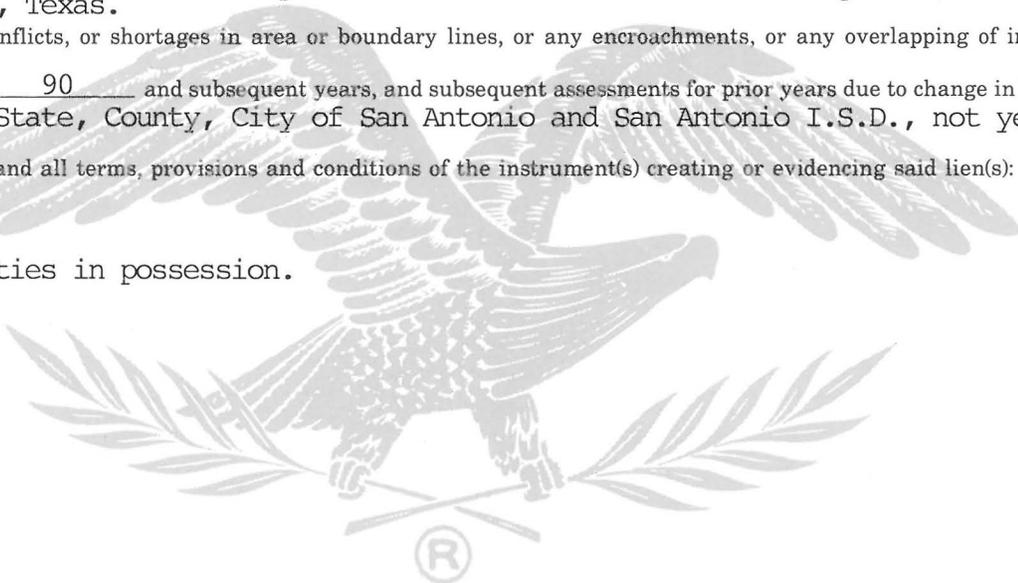
## *First American Title Insurance Company*

of Texas

### SCHEDULE B

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

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or state "None of record"): None of record, except those of record in Volume 841 Page 196, Deed Records, Bexar County, Texas.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 19 90 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership, as to State, County, City of San Antonio and San Antonio I.S.D., not yet due and payable.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s): None
5. Rights of parties in possession.



This policy not valid unless duly  
countersigned by agent.

COUNTERSIGNED:  
on and as of the date hereof.

FIRST AMERICAN TITLE COMPANY OF  
SAN ANTONIO Agent

By: Delia Araujo

Delia Araujo, Escrow Officer

# First American Title Insurance Company of Texas

No. 182771 O OWNER POLICY OF TITLE INSURANCE

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

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

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

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

First American Title Insurance Company  
of Texas



ATTEST

*Charles L. ...*  
Secretary,

BY *Dermie L. Rowland* PRESIDENT

validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (1) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (2) indemnify the Insured as provided in this policy; (3) upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan; (4) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (5) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (6) undertake a combination of 1. through 5. herein.

- (d) Whenever the Company shall have brought any action or interposed a defense a required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgement or order.
- (e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.
- (f) Any action taken by the Company for defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

#### 4. Payment of Loss

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

#### 5. Policy Entire Contract

Any action, actions, or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of the policy, and all notices required to be given the Company and any statement in writing required to be furnished the Company, shall be addressed to it at its home office at 2000 Bering Drive, Suite 100, Houston, Texas 77057, or the office which issued this policy.

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

**COMPLAINT NOTICE:** Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto Blvd., Austin, Texas, 78786. This notice of complaint procedure is for information only and does not become a part of condition of this policy.

**Owner's Policy**

**TO**

City of San Antonio

**ISSUED BY:**

First American Title Company  
of San Antonio  
1919 N.W. Loop 410, #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:  
800-328-4268

## GENERAL CONDITIONS AND STIPULATIONS

### 1. Definitions

The following terms when used in this policy mean:

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

### 2. Exclusions from the Coverage of this Policy

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

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

### 3. Defense of Actions

- (a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.
- (b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the