

AN ORDINANCE **69897**

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$60,941.00 OUT OF CDBG FUNDS FOR THE PURPOSE OF ACQUIRING TITLE TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ALL IN CONNECTION WITH CERTAIN RIGHT-OF-WAY PROJECTS.

\* \* \* \* \*

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 \$60,941.00 is hereby authorized to be expended out of Fund #28-009, Project #009113, Index Code #314245 and Index Code #314237, in connection with PROJECT FREE, payable as follows:

- A. The sum of \$60,000.00 payable to STEWART TITLE COMPANY as escrow agent for JENNIE THELMA BANCHELOE BROOKS, Independent Executrix for the ESTATE OF MORRIS H. BROOKS, Deceased, et al, for title to Lots 9 and 10, Block 4, New City Block 591. - S.P. #749. - To be expended out of Index Code #314245.
- B. The sum of \$941.00 payable to STEWART TITLE COMPANY for closing costs on the above mentioned S.P. #749. - To be expended out of Index Code #314237.

SECTION 2. A Dedication Deed from WALLACE ROGERS III and JEAN ROGERS WINCHELL as Co-independent Executors of the ESTATE OF RUSSELL HILL ROGERS, Deceased, WALLACE ROGERS, JR., Individually and as Co-Trustee of the NAPIER ROGERS TESTAMENTARY TRUST and MARY JEAN ROGERS, as Co-Trustee of the NAPIER ROGERS TESTAMENTARY TRUST, for title to a 0.0230 acre tract being out of the C.C. McKee Survey No. 391, Abstract No. 482, County Block 4782 is hereby accepted in connection with the DE ZAVALA ROAD PROJECT. - Parcel 12056A.

SECTION 3. A Dedication Deed from HEALTH FACILITIES CREDIT CORPORATION for title to a tract of land out of lot 81, Block 32, New City Block 3692 is hereby accepted in connection with the DRIFWOOD DRAINAGE PROJECT #39 D-F NORTH (CUPPLES ROAD). - Parcel 12333.

SECTION 4. The following Dedications in connection with the HENRY HEIN SUBDIVISION DRAINAGE PROJECT are hereby accepted as follows:

- A. A Permanent Easement and a Construction Easement from MINNIE L. PHEONIX, Executrix for the ESTATE OF FLOYD PHEONIX, Deceased, being out of Lot 4, Block 2, New City Block 10611. - Misc. Easements and Dedications.
  
- B. A Permanent Easement and a Construction Easement from DELMA L. WATKINS, being out of Lot 13, Block 2, New City Block 10611 is hereby accepted. - Misc. Easements and Dedications.

SECTION 5. Copies of the respective instruments of conveyance are attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this the 27<sup>th</sup> day of July, 1989.

*Lila Cockrell*

M A Y O R

ATTEST:

*Norma J. Rodriguez*  
City Clerk

APPROVED AS TO FORM:

*Tom Shirley*  
City Attorney

89-33



/le.

TO: City Attorney  
DATE: July 12, 1989  
FROM: Real Estate Division  
SUBJECT: Ordinance to be placed of agenda of July 27th

Parcel: S.P.#749

Project: Project Free

1. Amount to appropriate (or authorize payment): \$60,000.00 and \$941.00

2. Title company, as escrow agent: Chicago

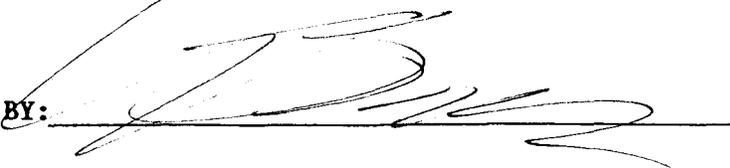
3. Account or Fund #: #28-009113, Inde xcode #314245 and Index Code #314237

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

Agreement. Also paying for title charges per attached 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, JENNIE THELMA BATCHELOR BROOKS, Independent Executrix of the ESTATE OF MORRIS H. BROOKS, Deceased, and SLOAN L.B. BROOKS and MOREEN HART HIGGS as Co-Trustee of the Trust established by the Will of MORRIS H. BROOKS, Deceased, filed under Cause Number 223 534 in the Probate Court of Harris County, Texas, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of SIXTY THOUSAND, AND NO/100 (\$60,000.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

All of Lots 9 and 10, Block 4, New City Block 591, in the City of San Antonio, Bexar County, Texas,

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

The above consideration includes payment for trees and/or landscaping within the above described real estate, along with the building at 215 N. Hackberry Street.

SPECIAL CONDITIONS: None

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

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

Stewart 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 90 days after the date of the delivery of such deed.

The agreed purchase price in the amount of \$60,000.00 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 PURCHASER shall have the option to declare this contract null and void in such event.

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. Further this contract supersedes and replaces that undated contract between SELLER and Project FREE, acting through Curtis Neal, Jr.,

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

EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, A.D., 1989.

WITNESS:

\_\_\_\_\_

JENNIE THELMA BATCHELOR BROOKS,  
Independent Executrix of the ESTATE OF  
MORRIS H. BROOKS, Deceased,

SLOAN L.B. BROOKS and MOREEN HART HIGGS  
as Co-Trustee of the Trust established  
by the Will of MORRIS H. BROOKS, Deceased

\_\_\_\_\_

MOREEN HART HIGGS, Co-Trustee

\_\_\_\_\_

SLOAN L.B. BROOKS, Co-Trustee

OWNER ADDRESS:

ADDRESS OF PARCEL:

215 N. Hackberry St.  
San Antonio, 78202

ACCEPTED:

CITY OF SAN ANTONIO

BY:

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

TO: CITY CLERK  
FROM: REAL ESTATE DIVISION

RE: Parcel No. S.P. No. 749

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

Deed - Volume 4625, Page 1875

Easement

Title Guaranty Policy

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

Jennie Thelma Batchelor Brooks

92 FEB 25 PM 3:45  
CITY CLERK  
OFFICE OF THE CITY CLERK

The above parcel was obtained for PROJECT "FREE"

Ordinance No.: 69897, Dated: July 27, 1989

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: February 24, 1992

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

The office of the City Clerk

Norma S. Rodriguez  
CITY CLERK

/gl 07/20/89

1792224

S.P. #749 - Project FREE

WARRANTY DEED

\*\*\*\*\*

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

92 FEB 25 PM 3:45

RECEIVED  
CITY OF SAN ANTONIO  
CITY CLERK

THAT, JENNIE THELMA BATCHELOR BROOKS, Independent Executrix of the ESTATE OF MORRIS H. BROOKS, Deceased, and SLOAN L.B. BROOKS and MOREEN HART HIGGS as Co-Trustee of the Trust established by the Will of MORRIS H. BROOKS, Deceased, filed under Cause Number 223 534 in the Probate Court of Harris County, Texas, hereinafter referred to as "GRANTOR", of the County of Bexar, State of Texas, for and in consideration of the sum of SIXTY THOUSAND AND NO/100 (\$60,000.00), DOLLARS to them 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:

All of Lots 9 and 10, Block 4, New City Block 591, in the City of San Antonio, Bexar County, Texas.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTORS does 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 27 day of JULY, A.D., 1989.

*Jennie Thelma Batchelor Brooks*  
JENNIE THELMA BATCHELOR BROOKS,  
Independent Executrix of the ESTATE OF  
MORRIS H. BROOKS, Deceased

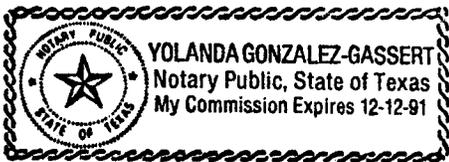
SLOAN L.B. BROOKS and MOREEN HART HIGGS  
as Co-Trustee of the Trust established  
by the Will of MORRIS H. BROOKS, Deceased

Moreen Hart Higgs  
MOREEN HART HIGGS, Co-Trustee

Sloan L.B. Brooks  
SLOAN L.B. BROOKS, Co-Trustee

STATE OF TEXAS }  
                  *Harris*  
COUNTY OF ~~BEAR~~ }

This instrument was acknowledged before me on this the 28 day of  
JULY, 1989 by JENNIE THELMA BATCHELOR BROOKS.



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

SEE STAMP  
NOTARY'S PRINTED SIGNATURE

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

STATE OF TEXAS }  
                  *Collin*  
COUNTY OF ~~BEAR~~ }

This instrument was acknowledged before me on this the 29<sup>th</sup> day of  
July, 1989 by MOREEN HART HIGGS.



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

To Booth  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 5-27-92

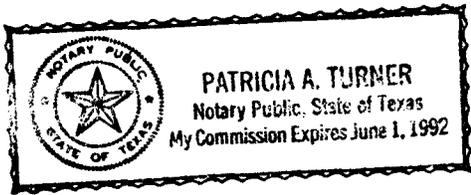
STATE OF TEXAS }  
                  TRAVIS }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 27 day of July, 1989 by SLOAN L.B. BROOKS.

*Patricia Ann Turner*  
\_\_\_\_\_  
NOTARY PUBLIC in and for the State of  
T E X A S

PATRICIA ANN TURNER  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 6/1/92



Return to:  
CITY OF SAN ANTONIO 23-09-01/356261  
REAL ESTATE DIVISION  
P. O. BOX 839966  
SAN ANTONIO, TEXAS 78283-3966

Any provision herein which purports to limit, lessen, or use of the described REAL PROPERTY because of Race, Color, Religion, Sex, Marital Status, or National Origin, is hereby rejected and unenforceable under FEDERAL LAW 3/12/88. I hereby certify that this instrument was FILED in File Number \_\_\_\_\_ Sequence of the Sale and at the time stamped herein by me, and was duly RECORDED, in the Official Public Records of Real Property of Bexar County, Texas on

AUG 4 1989



*Rae A Green*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

FILED IN OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO.  
1989 AUG -3 P 3:26

*[Signature]*

Final		L. SETTLEMENT CHARGES		File 89911116		PAID FROM BORROWER'S FUNDS AT SETTLEMENT	PAID FROM SELLER'S FUNDS AT SETTLEMENT
700. TOTAL SALES/BROKER'S COMMISSION Based on price \$	60,000.00	@ .00	%=	3,600.00			
Division of commission (line 700) as follows:							
701. \$	3,600.00	to	HENRY S. MILLER				
702. \$		to					
703. Commission paid at settlement							3,600.00
704.							
<b>800. ITEMS PAYABLE IN CONNECTION WITH LOAN.</b>							
801. Loan Origination fee		%					
802. Loan Discount		%					
803. Appraisal Fee		to					
804. Credit Report		to					
805. Lender's inspection fee							
806. Mortgage Insurance application fee		to					
807. Assumption Fee							
808. Commitment Fee							
809. FNMA Processing Fee							
810. Pictures							
811.							
<b>900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE.</b>							
901. Interest from		to	@ \$	/day			
902. Mortgage insurance premium for		mo. to					
903. Hazard insurance premium for		yrs. to					
904. Flood Insurance		yrs. to					
905.							
<b>1000. RESERVES DEPOSITED WITH LENDER</b>							
1001. Hazard insurance		mo. @ \$		per mo.			
1002. Mortgage insurance		mo. @ \$		per mo.			
1003. City property taxes		mo. @ \$		per mo.			
1004. County property taxes		mo. @ \$		per mo.			
1005. Annual assessments (Maint.)		mo. @ \$		per mo.			
1006. School Property Taxes		mo. @ \$		per mo.			
1007. Water Dist. Prop. Tax		mo. @ \$		per mo.			
1008. Flood Insurance		mo. @ \$		per mo.			
<b>1100. TITLE CHARGES:</b>							
1101. Settlement or closing fee		to					
1102. Abstract or title search		to					
1103. Title examination		to					
1104. Title insurance binder		to					
1105. Document preparation		to					
1106. Notary fees		to					
1107. Attorney's fees to		to	MICHAEL KARGER				40.00
<i>(includes above items No.:</i>							
1108. Title insurance		to	STEWART TITLE COMPANY		629.00		629.00
<i>(includes above items No.:</i>							
1109. Lender's coverage	0.00	\$					
1110. Owner's coverage	60,000.00	\$		629.00			
1111. Escrow Fee		to	STEWART TITLE COMPANY		60.00		60.00
1112. Restrictions							
1113. Messenger Service							
1114. State of Texas Policy Guaranty Fee		to	STEWART TITLE CO.-POLICY		3.00		3.00
<b>1200. GOVERNMENT RECORDING AND TRANSFER CHARGES</b>							
1201. Recording fees. Deed \$	9.00	Mortgage \$		Releases \$	7.00	9.00	7.00
1202. City/county tax/stamps. Deed \$		Mortgage \$					23.00
1203. State tax/stamps. Deed \$		Mortgage \$					
1204. Tax Certificates		to	STEWART TITLE COMPANY				30.00
1205. TAX ON T.C.		to	STEWART TITLE COMPANY				2.40
1206. IRS Reporting Fee							
<b>1300. ADDITIONAL SETTLEMENT CHARGES</b>							
1301. Survey		to	OZUNA & ASSOC. INC.		240.00		
1302. Pest inspection		to					
1303.							
1304.							
1305.							
1400. TOTAL SETTLEMENT CHARGES (entered on lines 103, Section J and 502, Section K)					309.00		4,394.40

JUL 13 1989  
ROW ACQUISITION  
40.00  
629.00  
629.00  
60.00  
60.00  
3.00  
3.00

**CERTIFICATION**

I have carefully reviewed the HUD-1 Settlement Statement and to the best of my knowledge and belief, it is a true and accurate statement of all receipts and disbursements made on my account or by me in this transaction. I further certify that I have received a copy of HUD-1 Settlement Statement.

Borrowers

Sellers

To the best of my knowledge, the HUD-1 Settlement Statement which I have prepared is a true and accurate account of the funds which were received and have been or will be disbursed by the undersigned as part of the settlement of this transaction.

Settlement Agent

Date

**WARNING:** It is a crime to knowingly make false statements to the United States on this or any other similar form. Penalties upon conviction can include a fine and imprisonment. For details see: Title 18: U.S. Code Section 1001 and Section 1010.

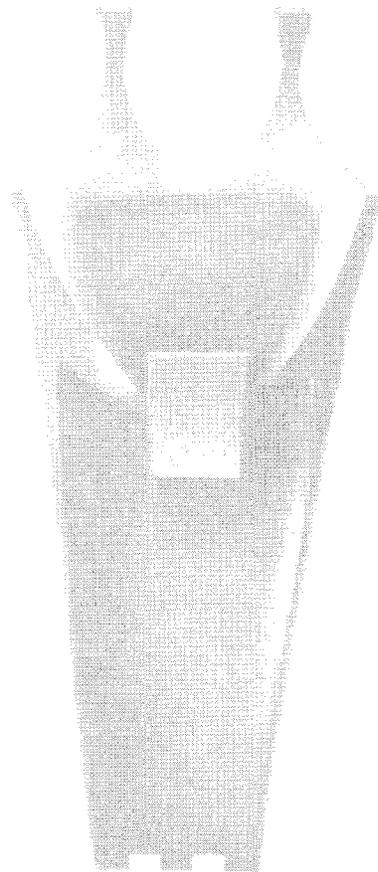
941.00 3,722.40

**STEWART TITLE**  
GUARANTY COMPANY

ESTABLISHED 1896  
INCORPORATED 1908

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

**SAFETY**



*Sanctity of Contract*

**STEWART TITLE**  
GUARANTY COMPANY

P. O. Box 2029  
Houston, Texas 77252

**POLICY  
OF  
TITLE  
INSURANCE**

# STEWART TITLE GUARANTY COMPANY

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

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

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

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

## STEWART TITLE GUARANTY COMPANY

*Carlson Morris*

Chairman of the Board

*Stewart Morris*

President

Countersigned:

Stewart Title Company

*Sylvia M. Rumbo*

Sylvia M. Rumbo, Escrow Officer



Stewart Title Company  
2961 Mossrock  
San Antonio, TX 78230  
(512) 341-8861

Policy  
Serial  
Number

0-5801-673674 A

**SCHEDULE A**

**GF No.** 89911116

**Owner Policy No.** 0-5801- 673674A

**Date of Policy:** August 03, 1989

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

**Amount** SIXTY THOUSAND & 00/100 -- (\$60,000.00) -- DOLLARS

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

Fee Simple

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

All of Lots 9 and 10, Block 4, New City Block 591, in the City of San Antonio, Bexar County, 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 (insert specific recording data or state "None of Record"): None of Record.

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

3. Taxes for the year 19 89 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership.

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

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

6. Any visible and apparent roadway or easement over or across the subject property, the existence of which does not appear of record.

\*\* 3. (Continued from above) not yet due and payable, and Continued on next page

Countersigned:

BY  Authorized Countersignature

San Antonio Office  
**STEWART TITLE**  
GUARANTY COMPANY

Fold

Fold

Attached to and made a part of Stewart Title Guaranty Company Policy No.

Continuation of Schedule <sup>A</sup>

subsequent assessments or reassessments because of omitted improvements or determination of additional acreage or area.

Return to: 1791771

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

Parcel: 12056A

Project: De Zavala Road-Lockhill  
Selma Cut-Back R/W

9

D E D I C A T I O N

STATE OF TEXAS }  
                          {  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, WALLACE ROGERS, III, and JEAN ROGERS WINCHELL, as Co-Independent Executors of the Estate of RUSSELL HILL ROGERS, Deceased, WALLACE ROGERS, JR., Individually and as Co-Trustee of the NAPIER ROGERS TESTAMENTARY TRUST, and MARY JEAN ROGERS, as Co-Trustee of the NAPIER ROGERS TESTAMENTARY TRUST, hereinafter referred to as "GRANTORS", for and in consideration of the benefits to be derived by said GRANTORS hereby declare their intention to make a dedication and do hereby GRANT , CONVEY, and DEDICATE, to the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter referred to as GRANTEE, whose mailing address is P.O. Box 839966 San Antonio, Texas 78235-3966, do hereby give and grant unto said GRANTEE, the following described parcel of land:

Being 0.0230 acres of land out of the C.C. McRae Survey No. 391, Abstract No. 482, County Block 4782, situated in the Corporate Limits of the City of San Antonio, Bexar County, Texas, and being more particularly described by metes and bounds as follows:

Beginning at an iron bar set at the existing intersection of the right-of-way cut-back between Lockhill Selma Road and the Southerly right-of-way of De Zavala Road;

Thence, along the existing right-of-way cut-back line, Southeast 81 -43' -05", a distance of 70.09 feet to a steel post set in concrete at the existing right-of-way cut-back with the Westerly right-of-way line of Lockhill Selma Road;

Thence, along the new right-of-way cut-back line Northwest 82 -04'-25", a distance of 102.20 feet, to an iron bar set in the Southerly right-of-way line of De Zavala Road, for the new cut-back corner;

Thence, Northeast 52 -47'-25", along the existing Southerly right-of-way line of De Zavala Road, a distance of 40.00 feet, to the Point of Beginning, and containing 0.0230 acres of land.

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 it 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, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

EXECUTED this 5<sup>th</sup> day of July A.D., 1989

Wallace Rogers  
WALLACE ROGERS, III,  
Co-Independent Executor of the  
Estate of RUSSELL HILL ROGERS,  
Deceased

Jean Rogers Winchell  
JEAN ROGERS WINCHELL,  
Co-Independent Executrix  
of the Estate of RUSSELL  
HILL ROGERS, Deceased

Mary Jean Rogers  
MARY JEAN ROGERS, Co-Trustee  
of the NAPIER ROGERS  
TESTAMENTARY TRUST

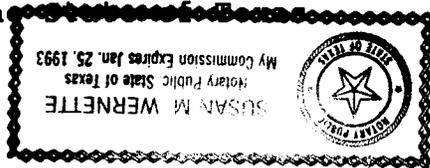
Wallace Rogers, Jr.  
WALLACE ROGERS, JR.,  
Individually and as Co-  
Trustee of the NAPIER  
ROGERS TESTAMENTARY TRUST

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 5th day of July, 1989 by WALLACE ROGERS, III, Co-Independent Executor of the Estate of RUSSELL HILL ROGERS, Deceased.

Susan M. Wernette  
Printed Signature of Notary

Susan M. Wernette  
Notary Public in and for  
the State of Texas

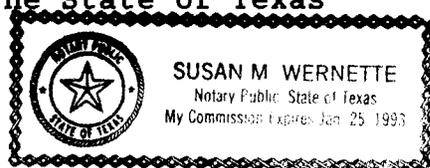


STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 5th day of July, 1989 by JEAN ROGERS WINCHELL, Co-Independent Executor of the Estate of RUSSELL HILL ROGERS, Deceased.

Susan M. Wernette  
Printed Signature of Notary

Susan M. Wernette  
Notary Public in and for  
the State of Texas

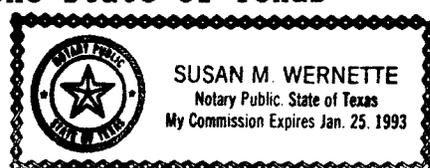


STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 5th day of July, 1989 by WALLACE ROGERS, JR., Individually and as Co-Trustee of the NAPIER ROGERS TESTAMENTARY TRUST.

Susan M. Wernette  
Printed Signature of Notary

Susan M. Wernette  
Notary Public in and for  
the State of Texas

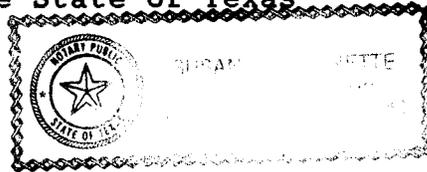


STATE OF TEXAS        }  
                                  {  
COUNTY OF BEXAR     }

This instrument was acknowledged before me on this the  
5th day of July, 1989 by MARY JEAN ROGERS,  
Co-Trustee of the NAVIER ROGERS TESTAMENTARY TRUST.

Susan M. Wernette  
Printed Signature of Notary

Susan M. Wernette  
Notary Public in and for  
the State of Texas



1791775

/g1 07/22/88

PROJECT: Driftwood Drainage #39,  
D-F North (Cupples)

Return to:

PARCEL: 12333

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

DEDICATION

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

THAT, HEALTH FACILITIES CREDIT CORPORATION, A Texas Corporation, hereinafter called the GRANTOR hereby declares its intention to make a Dedication, and does hereby GRANT, CONVEY and DEDICATE, to the CITY OF SAN ANTONIO, for and in consideration of the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described parcel of land:

Field notes for 6 square feet of land, more or less, out of Lot 81, Block 32, New City Block 3692, of the Edgewood Addition Subdivision as recorded in Volume 7100, Page 146, Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

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 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, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

WITNESS \_\_\_ hand this 1st day of August, A.D., 1988.

HEALTH FACILITIES CREDIT CORPORATION, a Texas Corporation

BY: John Higgins  
President

STATE OF TEXAS }  
  {  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 1st day of August, 1988, by John Higgins President of HEALTH FACILITIES CREDIT CORPORATION, a Texas Corporation, on behalf of said corporation.

08-03-89 0406774 0283092

\$5.00 Y 01 07092



ROSE ESTRADA  
COMMISSION EXPIRES  
JANUARY 17, 1990

Rose Estrada  
NOTARY PUBLIC in and for the State of TEXAS

Rose Estrada  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 1-17-90

July 6 2 5 PM '88 463

STATE OF TEXAS

COUNTY OF BEXAR

FIELD NOTES  
FOR  
6 SQUARE FEET

PARCEL 12333

FIELD NOTES for 6 square feet of land more or less, out of Lot 81, Block 32, NCB 3692 of the Edgewood Addition Subdivision as recorded in Volume 7100, Page 146 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING: At a point in the east right-of-way line of Cupples Road for the northwest corner of this tract and the northwest corner of the above referenced Lot 81 said point being S 00° 13' 39" E, 201.60 feet and N 89° 48' 26" E, 10.00 feet from the intersection of the south right-of-way line of Ceralvo Street and the east right-of-way line of Cupples Road;

THENCE: N 89° 48' 26" E, 0.17 feet to an iron pin set for the northeast corner of this tract;

THENCE: S 00° 05' 02" E, 69.29 feet to an iron pin set for the east right-of-way line of Cupples Road for the most southerly corner of this tract;

THENCE: N 00° 13' 39" W, 69.29 feet along said right-of-way line to the POINT OF BEGINNING containing 6 square feet of land more or less.

  
DAVID A. CASANOVA  
Registered Public Surveyor No. 4251

Date: 8-3-87



EXHIBIT "A"

July 6 2 5 PAGE 0 4 6 4



acknowledged, do hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said HEALTH FACILITIES CREDIT CORPORATION, the above described property from said Deed of Trust, against the same securing the payment of the above described note.

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

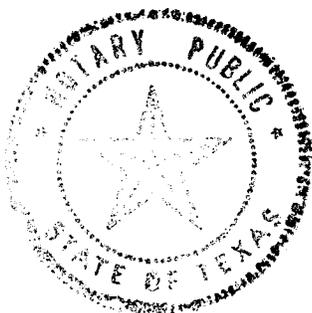
EXECUTED this the 22 day of September, A.D., 1988.

CITY SAVINGS AND LOAN ASSOCIATION

BY: Gary Belhel  
President

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 22nd day of September, 1988 by Gary Belhel, Vice President of CITY SAVINGS AND LOAN ASSOCIATION, on behalf of said Association.



Susan O'Connell  
NOTARY PUBLIC in and for the State of  
T E X A S

SUSAN O'CONNELL  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES 3-7-89

STATE OF TEXAS  
COUNTY OF BEXAR

FIELD NOTES  
FOR  
6 SQUARE FEET

ORIGINAL DIM

PARCEL 12333

FIELD NOTES for 6 square feet of land more or less, out of Lot 81, Block 32, NCB 3692 of the Edgewood Addition Subdivision as recorded in Volume 7100, Page 146 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows:

- BEGINNING: At a point in the east right-of-way line of Cupples Road for the northwest corner of this tract and the northwest corner of the above referenced Lot 81 said point being S 00° 13' 39" E, 201.60 feet and N 89° 48' 26" E, 10.00 feet from the intersection of the south right-of-way line of Ceralvo Street and the east right-of-way line of Cupples Road;
- THENCE: N 89° 48' 26" E, 0.17 feet to an iron pin set for the northeast corner of this tract;
- THENCE: S 00° 05' 02" E, 69.29 feet to an iron pin set for the east right-of-way line of Cupples Road for the most southerly corner of this tract;
- THENCE: N 00° 13' 39" W, 69.29 feet along said right-of-way line to the POINT OF BEGINNING containing 6 square feet of land more or less.



DAVID A. CASANOVA  
Registered Public Surveyor No. 4251

Date: 8-3-87



EXHIBIT "A"

/gl 07/22/88

1791773

Project: Driftwood Drainage #39,  
D-F North (Cupples)

Return to:

Parcel: 12333

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 TWO HUNDRED SEVENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$275,000.00) dated March 14, 1986 executed by HEALTH FACILITIES CREDIT CORPORATION, payable to the order of LA HACIENDA CARE CENTER, INC., recorded in Volume 3651, Page 964 of the Real Property Records of Bexar County, Texas; said note being secured by said Deed of Trust of even date herewith to JOHN E. SHAW, Trustee, said Lien being subordinate to the \$825,000.00 note by Subordination Agreement dated March 17, 1986 as recorded in Volume 3652, Page 740 of the Real Property Records of Bexar County, Texas. And said Lien being subordinate to the \$3,400,000.00 note by Subordination Agreement dated May 18, 1988, as recorded in Volume 4331, Page 1531 of the Real Property Records of Bexar County, Texas; among other property, against the following described property, to-wit:

Field notes for 6 square feet of land, more or less, out of Lot 81, Block 32, New City Block 3692, of the Edgewood Addition Subdivision as recorded in Volume 7100, Page 146, Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds 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 HEALTH FACILITIES CREDIT CORPORATION, the receipt of which is hereby acknowledged, do hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said HEALTH FACILITIES CREDIT CORPORATION, the above described property from said Deed of Trust, against the same securing the payment of the above described note.

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

EXECUTED this the 3rd day of August, A.D., 1988.

LA HACIENDA CARE CENTER, INC.

BY:   
President

July 6 2 5 PAGE 0 4 5 5

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 3rd day of August, 1988 by H.H. Foreman, President of LA HACIENDA CARE CENTER, INC., on behalf of corporation.

Manuel M. Archa  
NOTARY PUBLIC in and for the State of  
T E X A S  
Manuel M. Archa  
NOTARY'S PRINTED SIGNATURE  
10-21-91  
MY COMMISSION EXPIRES \_\_\_\_\_

STATE OF TEXAS

COUNTY OF BEXAR

FIELD NOTES  
FOR  
6 SQUARE FEET

PARCEL 12333

FIELD NOTES for 6 square feet of land more or less, out of Lot 81, Block 32, NCB 3692 of the Edgewood Addition Subdivision as recorded in Volume 7100, Page 146 of the Deed and Plat Records of Bexar County, Texas and being more particularly described as follows:

BEGINNING: At a point in the east right-of-way line of Cupples Road for the northwest corner of this tract and the northwest corner of the above referenced Lot 81 said point being S 00° 13' 39" E, 201.60 feet and N 89° 48' 26" E, 10.00 feet from the intersection of the south right-of-way line of Ceralvo Street and the east right-of-way line of Cupples Road;

THENCE: N 89° 48' 26" E, 0.17 feet to an iron pin set for the northeast corner of this tract;

THENCE: S 00° 05' 02" E, 69.29 feet to an iron pin set for the east right-of-way line of Cupples Road for the most southerly corner of this tract;

THENCE: N 00° 13' 39" W, 69.29 feet along said right-of-way line to the POINT OF BEGINNING containing 6 square feet of land more or less.



DAVID A. CASANOVA  
Registered Public Surveyor No. 4251

Date: 8-3-87



EXHIBIT "A"

1014625 PAGE 0457

/le

TO: City Attorney

DATE: July 12, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of July 27th

Parcel: Misc. Easements & Dedications

Project: Henry Hein Subdivision Drainage

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

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

3. Account or Fund #: N/A

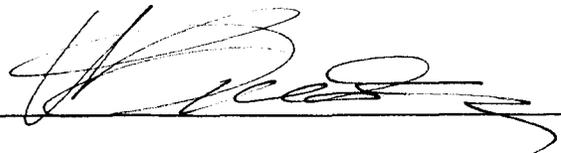
Special Instructions: Accepting a Permanent Easement Dedication and a Construction

Easement Dedication per copies attached.

cc: To Finance (When funds involved).

Real Estate Division

BY:



/gl 06/29/89

Henry Hein Subdivision Drainage

Misc. Easements and Dedications

CONSTRUCTION EASEMENT

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, MINNIE L. PHEONIX, Executrix for the ESTATE OF FLOYD PHEONIX, hereinafter referred to as "GRANTOR", for and in consideration of the benefits to be derived by said GRANTOR and the public generally from the construction of a drainage easement by the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter referred to as GRANTEE, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, does hereby give and grant unto said GRANTEE the right to enter unto the following described land, to-wit:

A temporary 25 foot construction easement containing 0.2088 acres (9096.0217 square feet) of land out of Lot 4, Block 2, New City Block 10611 Henry Hein Subdivision Number 7, as recorded in Volume 2805, Page 93, of the Plat Records, Bexar County, Texas. Said 0.2088 acres of land being more particularly described in Exhibit "A" attached hereto and made a part hereof,

for the purpose of using said land for any and all things necessary for the construction of the Henry Hein Subdivision Drainage Project to be placed on adjacent property acquired by the City of San Antonio.

In consideration of this grant, the CITY OF SAN ANTONIO expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of the Henry Hein Subdivision Drainage Project. This temporary easement shall exist until the completion of the aforesaid project, at which time said construction easement shall cease to exist by operation of law and without the necessity of any further actions by GRANTOR or the City of San Antonio.

TO HAVE AND TO HOLD the above described easement unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said property for construction purposes shall be abandoned, and GRANTOR does hereby bind herself, her heirs, legal representatives, successors and assigns, to warrant and forever defend all and singular the above described construction easement and rights unto the the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 3RD day of JULY, A.D., 1989.

  
MINNIE L. PHEONIX, Executrix for the  
ESTATE OF FLOYD PHEONIX

STATE OF TEXAS }  
                          {  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 3RD day of JULY, 1989 by MINNIE L. PHOENIX, Executrix for the ESTATE OF FLOYD PHEONIX.

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

ELDON D. WHITE  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-92

**EXHIBIT "A"**

FIELD NOTES FOR A TEMPORARY  
25 FOOT CONSTRUCTION EASEMENT

FIELD NOTES FOR A TEMPORARY 25 FOOT CONSTRUCTION EASEMENT CONTAINING 0.2088 ACRES (9096.0217 SQUARE FEET) OF LAND OUT OF LOT 4, BLOCK 2, N.C.B. 10611 HENRY HEIN SUBDIVISION NUMBER 7, AS RECORDED IN VOLUME 2805, PAGE 93 OF THE PLAT RECORDS, BEXAR COUNTY, TEXAS. SAID 0.2088 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

- COMMENCING: at the point of intersection of the south right-of-way line of Dietrich Road, with the east right-of-way of Springfield Road.
- THENCE: S 42° 29' 39" W along the east right-of-way line of Springfield Road a distance of 365.50 feet to the point of beginning, said point being the northwest corner of said 25 foot temporary construction easement herein described,
- THENCE: Continuing S 42° 29' 39" W along the east right-of-way line of Springfield Road a distance of 33.35 feet to the southwest corner of this 25 foot temporary construction easement, said point also being the northwest corner of a proposed 11.50 foot permanent drainage easement,
- THENCE: S 89° 00' 00" E along the north property line of a proposed 11.50 foot drainage easement a distance of 374.57 feet to a point on the common property line of Lot 4 & Lot 6, Block 2, N.C.B. 10611 for the southeast corner. Said point also being the northeast corner of a proposed 11.50 foot permanent drainage easement.
- THENCE: N 03° 48' 47" E along the common property line of Lot 4 and Lot 6, Blk. 2, N.C.B. 10611 a distance of 25.01 feet to the northeast corner of the 25 foot temporary construction easement herein described,
- THENCE: N 89° 00' 00" W 353.70 feet to the point of beginning on the east right-of-way line of Springfield Road containing 0.2088 Acres (9096.0217 square feet) of land more or less, as more fully shown on Exhibit "B"

RECEIVED  
MAY 31 1989

ROW ACQUISITION

/gl 06/29/89

Henry Hein Subdivision Drainage

Misc. Easements and Dedications

EASEMENT - DEDICATION  
Permanent

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

THAT, DELMA L. WATKINS, a widow, hereinafter referred to as "GRANTOR", dedicates to THE CITY OF SAN ANTONIO, Bexar County, Texas, hereinafter referred to as "GRANTEE", whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, an easement for drainage purposes, and upon the following described lands located in Bexar County, Texas; said land being more particularly described as follows, to-wit:

A permanent drainage easement containing 0.0283 acres (1230.6173 square feet) of land out of Lot 13, Block 2, New City Block 10611 Henry Hein Subdivision Number 7, as recorded in Volume 2997, Page 412, of the Plat Records, Bexar County, Texas. Said 0.0283 acres of land 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 construction, reconstruction, inspecting, patrolling, maintaining and removing said line (s) and appurtenances; the right to relocate said line (s) within said right-of-way, the right to remove from said lands all trees and parts thereof, or other obstructions, which may interfere with the exercise of the rights granted hereunder, the right to deposit fill material thereon; levelling and/or grading as necessary, and the right of exercising all other rights hereby granted, and GRANTOR expressly covenants and agrees for herself, her, legal representatives, successors and/or assigns, that no building of any kind will be placed on said easement and right-of-way herein granted. THE CITY OF SAN ANTONIO expressly agrees that it will remove from said land all surplus material and said CITY OF SAN ANTONIO will cause said land to be left as nearly as possible in the condition as it existed prior to the construction of said improvements.

SPECIAL CONDITIONS: 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.

TO HAVE AND TO HOLD the above described easement and rights unto the said GRANTEE, its successors and assigns, until the use of said right-of-way shall be abandoned.

And GRANIOR does hereby bind herself, her legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

WITNESS MY hand, this 29<sup>TH</sup> day of JUNE, 1989, A.D.

Delma L. Watkins  
DELMA L. WATKINS, a widow

STATE OF TEXAS }  
                          {  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 29<sup>TH</sup> day of JUNE, 1989 by DELMA L. WATKINS.

Eldon D. White  
NOTARY PUBLIC in and for the State of  
T E X A S

ELDON D. WHITE  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-'92

**EXHIBIT "A"**

FIELD NOTES FOR A PERMANENT 10 FOOT  
DRAINAGE EASEMENT

FIELD NOTES FOR A PERMANENT DRAINAGE EASEMENT CONTAINING 0.0283 ACRES (1230.6173 SQUARE FEET) OF LAND OUT OF LOT 13, BLOCK 2, N.C.B. 10611 HENRY HEIN SUBDIVISION NUMBER 7, AS RECORDED IN VOLUME 2997, PAGE 412, OF THE PLAT RECORDS, BEXAR COUNTY, TEXAS. SAID 0.0283 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

- COMMENCING: at the point of intersection of the west right-of-way line of Branch Road with the north right-of-way line of Lula Mae Drive.
- THENCE: N 89° 39' 00" W along the north right-of-way line of Lula Mae Drive a distance of 304 feet to the point of beginning, said point being the southeast corner of said 10 foot permanent drainage easement herein described,
- THENCE: N 01° 00' 00" W 123.08 feet to a point on the common property line of Lot 13 and Lot 4, Block 2, N.C.B. 10611, for the northeast corner,
- THENCE: N 89° 00' 00" W along the common property line of Lot 13 and Lot 4, Block 2, N.C.B. 10611 a distance of 10 feet to an iron pin, a common property corner of Lots 12 and 13 for the northwest corner of this drainage easement,
- THENCE: S 01° 00' 00" E along the common property line of Lot 13 and Lot 12 a distance of 123.20 feet to an iron pin a common property corner of Lot 13 and Lot 12 on the north right-of-way line of Lula Mae Drive for the southwest corner of this drainage easement.
- THENCE: S 89° 39' 00" E along the north right-of-way line of Lula Mae Drive a distance of 10 feet to the point of beginning, containing 0.0283 Acres (1230.6173 Square feet) of land more or less, as more fully shown on Exhibit "B" attached hereto and incorporated herein by reference for all purposes.

RECEIVED  
MAY 31 1989

ROW ACQUISITION

/gl 06/29/89

Henry Hein Subdivision Drainage

Misc. Easements and Dedications

CONSTRUCTION EASEMENT

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, DELMA L. WATKINS, hereinafter referred to as "GRANTOR", for and in consideration of the benefits to be derived by said GRANTOR and the public generally from the construction of a drainage easement by the City of San Antonio, a municipal corporation, of Bexar County, Texas, hereinafter referred to as GRANTEE, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, does hereby give and grant unto said GRANTEE the right to enter unto the following described land, to-wit:

A temporary 25 foot construction easement containing 0.0705 acres (3071.6738 square feet) out of Lot 13, Block 2, New City Block 10611 Henry Hein Subdivision Number 7, as recorded in Volume 2997, Page 412, of the Plat Records of Bexar County, Texas. Said 0.0705 acres of land being more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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.

In consideration of this grant, the CITY OF SAN ANTONIO expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of the Henry Hein Subdivision Drainage Project. This temporary

easement shall exist until the completion of the aforesaid project, at which time said construction easement shall cease to exist by operation of law and without the necessity of any further actions by GRANTOR or the City of San Antonio.

TO HAVE AND TO HOLD the above described easement unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said property for construction purposes shall be abandoned, and GRANTOR does hereby bind herself, her heirs, legal representatives, successors and assigns, to warrant and forever defend all and singular the above described construction easement and rights unto the the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 29<sup>TH</sup> day of JUNE, A.D., 1989.

*Delma L. Watkins*  
DELMA L. WATKINS

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 29<sup>TH</sup> day of JUNE 1989 by DELMA L. WATKINS.

*Eldon D. White*  
NOTARY PUBLIC in and for the State of  
T E X A S

ELDON D. WHITE  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-92

EXHIBIT "A"

FIELD NOTES FOR A TEMPORARY  
25 FOOT CONSTRUCTION EASEMENT

FIELD NOTES FOR A TEMPORARY 25 FOOT CONSTRUCTION EASEMENT CONTAINING 0.0705 ACRES (3071.6738 SQUARE FEET) OUT OF LOT 13, BLOCK 2, N.C.B. 10611 HENRY HEIN SUBDIVISION NUMBER 7, AS RECORDED IN VOLUME 2997, PAGE 412, OF THE PLAT RECORDS BEXAR COUNTY, TEXAS. SAID 0.0705 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

- COMMENCING: at the point of intersection of the west right-of-way line of Branch Road with the north right-of-way line of Lula Mae Dr.
- THENCE: N 89° 39' 00" W along the north right-of-way line of Lula Mae Drive a distance of 279 feet to the point of beginning said point being the southeast corner of the 25 foot temporary construction easement herein described.
- THENCE: Continuing N 89° 39' 00" W along the north right-of-way line of Lula Mae Drive a distance of 25 feet to the southwest corner of this 25 foot temporary construction easement, said point also being the southeast corner of a proposed 10 foot permanent drainage easement.
- THENCE: N 01° 00' 00" W along the east property line of a proposed 10 foot drainage easement a distance of 123.08 feet to a point on the common property line of Lot 13 and Lot 4, Block 2, N.C.B. 10611 for the northwest corner
- THENCE: S 89° 00' 00" E along the common property line of Lot 13, and Lot 4, Block 2, N.C.B. 10611 a distance of 25 feet for the northeast corner.
- THENCE: S 01° 00' 00" E 122.80 feet to the point of beginning on the north right-of-way line of Lula Mae Drive containing 0.0705 Acres (3071.6738 Square feet) of land more or less, as more fully shown on Exhibit "B".

RECEIVED  
MAY 31 1989

ROW ACQUISITION

/le

TO: City Attorney  
DATE: July 13, 1989

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of July 27th

Parcel: Misc. Easements & Dedications

Project: Henry Hein Subdivision Drainage

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

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

3. Account or Fund #: N/A

Special Instructions: Accepting a Permanent Easement Dedication and a Construction

Easement Dedication per copies attached.

cc: To Finance (When funds involved).

Real Estate Division

BY: 



The undersigned lienholder hereby agrees to the granting of the above described easement and hereby subordinates its liens thereto.

TRAVIS SAVINGS AND LOAN ASSOCIATION

BY: John R. Sardo  
JOHN R. SARDO, Vice President

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 3RD day of JULY, 1989 by MINNIE L. PHEONIX, Executrix for the ESTATE OF FLOYD PHEONIX.

Eldon D. White  
NOTARY PUBLIC in and for the State of  
T E X A S

ELDON D. WHITE  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 10-6-92

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13th day of July, 1989 by John R. Sardo, Vice President for TRAVIS SAVINGS AND LOAN ASSOCIATION, on behalf of said association.

Cheryl Prince-Hightower  
NOTARY PUBLIC in and for the State of  
T E X A S



CHERYL PRINCE HIGHTOWER  
Notary Public, State of Texas  
My Comm. Exp. 03-07-93

Cheryl Prince-Hightower  
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: March 7, 1993

**EXHIBIT "A"**

FIELD NOTES FOR A PERMANENT 11.50 FOOT DRAINAGE EASEMENT

FIELD NOTES FOR A PERMANENT 11.50 FOOT DRAINAGE EASEMENT CONTAINING 0.1001 ACRES (4361.3792 SQUARE FEET) OF LAND OUT OF LOT 4, BLOCK 2, N.C.B. 10611 HENRY HEIN SUBDIVISION NUMBER 7, AS RECORDED IN VOLUME 2805, PAGE 93 OF THE PLAT RECORDS, BEXAR COUNTY, TEXAS. SAID 0.1001 ACRES OF LAND BEING MORE PARTICULARLY DESCRIBED BY METES & BOUNDS AS FOLLOWS:

- COMMENCING: at the point of intersection of the south right-of-way line of Dietrich Road, with the east right-of-way of Springfield Road.
- THENCE: S 42° 29' 39" W along the east right-of-way line of Springfield Road. A distance of 398.85 feet to the point of beginning, said point being the northwest corner of said 11.50 foot permanent drainage easement herein described,
- THENCE: S 89° 00' 00" E, 374.57 feet to a point on the common property line of Lot 4 & Lot 6, Block 2, N.C.B. 10611 for the north east corner.
- THENCE: S 03° 48' 47" W along the common property line of Lot 4 & Lot 6 a distance of 11.51 feet to a point on the common property line of Lot 4 & Lots 8 thru 14, Blk. 2 N.C.B. 10611 for the southeast corner of Lot 4 & the southeast corner of the drainage easement herein described.
- THENCE: N 89° 00' 00" W along the common property line of Lot 4, & Lots 8 thru 14 a distance of 384.18 feet to a point along the east right-of-way line of Springfield Road for the southwest corner of Lot 4 and also the southwest corner of the drainage easement herein described.
- THENCE: N 42° 29' 39" E along the east right-of-way line of Springfield Road a distance of 15.35 feet to the point of beginning containing 0.1001 acres (4361.3792 Square Feet) of land more or less, as more fully shown on Exhibit "B" attached to and incorporated herein by reference for all purposes.

RECEIVED  
MAY 31 1989

ROW ACQUISITION