

/gl 11/03/88

AN ORDINANCE **68316**

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$63,060.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF TITLE TO CERTAIN LANDS; ALL IN CONNECTION WITH CERTAIN RIGHT-OF-WAY PROJECTS.

* * * * *

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

SECTION 1. The sum of \$6,895.00 is hereby appropriated and authorized to be expended out of Fund #45-306, Project #306151, Index Code #421115, in connection with the PACIFIC DRAINAGE PROJECT #66A, payable as follows:

- A. The sum of \$2,100.00 payable to ALAMO TITLE COMPANY as escrow agent for GLADYS CRUZ, Trustee, for title to part of Lot 25, (Arb. Lot 99), New City Block 7896 and part of Lots 63, 64 and 65, New City Block 7895. - Parcels 10654 and 10676.
- B. The sum of \$2,550.00 payable to ALAMO TITLE COMPANY as escrow agent for RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ for title to part of Lot 25, New City Block 7899. - Parcel 10714.
- C. The sum of \$415.00 payable to DEE SHERLOCK and wife, EDNA G. SHERLOCK, 723 Weinberg, San Antonio, Texas 78214, for title to part of Lot 21, New City Block 7903. - Parcel 10721.
- D. The sum of \$420.00 payable to ELLA MAE DIETRICH and EDNA G. SHERLOCK, 723 Weinberg, San Antonio, Texas 78214, for title to part of Lot E, New City Block 7898. - Parcel 10722.
- E. The sum of \$660.00 payable to RAYMOND F. DIETRICH and wife, ELLA MAE DIETRICH, 803 Weinberg, San Antonio, Texas 78214, for title to part of Lot C, (Arb. Lot B-7), New City Block 7898. - Parcel 10723.
- F. The sum of \$750.00 payable to ELLA MAE DIETRICH and EDNA G. SHERLOCK, 723 Weinberg, San Antonio, Texas, 78214, for title to part of Lot C, (Arb. Lot B-6), New City Block 7898. - Parcel 10724.

SECTION 2. The sum of \$4,250.00 is hereby appropriated and authorized to be expended out of Fund #45-506, Project #506601, Index Code #505867, in connection with the HI-LIONS DRAINAGE PROJECT #80, payable as follows:

- A. The sum of \$500.00 payable to JOE CARDINAS and wife, GLORIA CARDINAS, 103 Isabel, San Antonio, Texas 78210-4613 for title to part of Lot 11, (Sometimes called Lot A-49), New City Block 2955. - Parcel 11563
- B. The sum of \$3,750.00 payable to ALAMO TITLE COMPANY as escrow agent for BEATRICE CHAPA and ISABEL CHAPA, for title to part of Lot 15, New City Block 2955. - Parcel 11564.

SECTION 3. The sum of \$3,115.00 is hereby appropriated and authorized to be expended out of Fund #45-506, Project #506451, in connection with the BARBARA DRIVE DRAINAGE PROJECT #73A & B, payable as follows:

- A. The sum of \$2,300.00 payable to ALAMO TITLE COMPANY as escrow agent for LEA ANN REAM and RETHA A. REAM, for title to part of Lot 26, Block 3, New City Block 12011. - Parcel 12291. - To be expended out of Index Code #532697.
- B. The sum of \$815.00 payable to ELAINE FULLER GLASSCOCK, 243 Barbara Drive, San Antonio, Texas 78216, for a Construction Easement out of Lot 28, Block 1, New City Block 12009. - Parcel 12307. - To be expended out of Index Code #532754.

SECTION 4. The sum of \$45,000.00 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 PATRICIO CALVO and wife, SOCCORO CALVO for title to Lots 57, 58 and part of Lots 56 and 59, Block 4, New City Block 6483. - . - Parcel 12408.

SECTION 5. The sum of \$3,800.00 is hereby appropriated and authorized to be transferred from 1988 Street Improvement Shortfall Certificates of Obligation Fund #45-810000 into CDBG Fund #26-013, Project #013122, Index Code #262030.

SECTION 6. A Dedication Deed from TROY M. HINSON and wife, OPAL F. HINSON, for title to the Northwest thirteen (13) feet of Lots 298 and 299, Block E, New City Block 11553, is hereby accepted in connection with ZONING CASE NO. 286177 on CALLAGHAN ROAD. - Misc. Easements and Dedications.

SECTION 7. A Warranty Deed from THE URBAN RENEWAL AGENCY for title to the North one-half of Lots 39 and 40, Block 1, New City Block 2444, in connection with the AVENIDA GUADALUPE COMMUNITY DEVELOPMENT PROJECT is hereby accepted. - S.P. 514.

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

PASSED AND APPROVED this the 17th day of November, 1988.

Robert S. "Bob" Thompson

M A Y O R P R O T E M

ATTEST: *Norma S. Rodriguez*
City Clerk

APPROVED AS TO FORM: *Tom Turlay*
City Attorney

88-51



/le

TO: City Attorney

DATE: November 1 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 10654 & 10676

Project: Pacific Drainage #66A

1. Amount to appropriate (or authorize payment): \$2,100.00

2. Title company, as escrow agent: Alamo

3. Account or Fund #: #45-306151 Index Code #421115

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/gl 11/21/88

1705727

Project: Pacific Drainage Project #66A

Parcel: 10654 and 10676

RETURN TO:

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

WARRANTY DEED
* * * * *

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, GLADYS CRUZ, Trustee, hereinafter referred to as "GRANTOR", of the County of Bexar, State of Texas, for and in consideration of the sum of TWO THOUSAND ONE HUNDRED AND NO/100 (\$2,100.00), DOLLARS to her in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as "GRANTEE", a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

TRACT I (PARCEL 10654)

A parcel of land out of Lot 99, New City Block 7896, MELROSE GARDENS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 3850, Page 23, Deed and Plat Records of Bexar County, Texas being more particularly described in Exhibit "A" attached hereto and made a part hereof,

AND

TRACT II (PARCEL 10676)

A parcel of land containing .0384 of an acre, being out of Lots 63, 64 and 65, New City Block 7895, MELROSE GARDENS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 235, Deed and Plat Records of Bexar County, Texas, and being more particularly described in Exhibit "B" attached hereto and made a part hereof,

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR does hereby bind herself, her heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 31st day of January, A.D., 1989.

Gladys C. Cruz
GLADYS CRUZ, Trustee

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 31st day of January, 1989 by GLADYS CRUZ, Trustee.



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

John Carl Stromberger
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3-31-89

PARCEL: 10654

OWNER: CRUZ, Gladys

FEE TITLE:

A .0063 of an acre tract being a 5 foot strip out of the South 180.0 feet of the East 55.30 feet of Lot 25, N.C.B. 7896, Melrose Gardens Addition as recorded in Volume 105, Page 235, Deed and Plat Records, Bexar County, Texas and being more fully described as follows:

Said 5 foot strip of land being parallel and adjacent to the South Property Line of the South 180.0 feet of the East 55.30 feet of said Lot 25.

Donald L. White

Donald L. White, P.E.
March 15, 1985
File No. 3149-4

EXHIBIT "A"

RECEIVED
MAR 10 1988

REAL ESTATE DIVISION

VOL 4 96 PAGE 0670

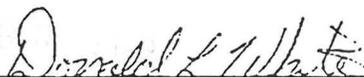
PARCEL: 10676

OWNER: CRUZ, GLADYS

FEE TITLE:

A .0384 of an acre tract being a 5 foot strip out of Lots 63, 64 and 65, N.C.B. 7895, Melrose Gardens Addition, as recorded in Volume 105, Page 235, Deed and Plat Records, Bexar County, Texas and being more fully described as follows:

Said 5 foot strip of land being parallel and adjacent to the North Property Line of said Lots 63, 64 and 65.



Donald L. White, P.E.

April 19, 1985

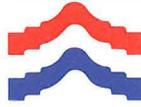
File No. 3149-4

EXHIBIT "B"

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MAR 10 1986

REAL ESTATE DIVISION

VOL 4 96 PAGE 0671



No 211265

Alamo Title Insurance of Texas

OWNER POLICY OF TITLE INSURANCE

ALAMO TITLE INSURANCE 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 encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

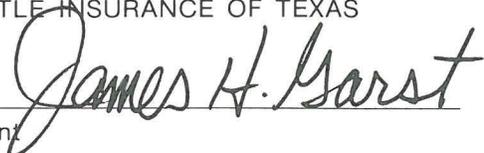
IN WITNESS HEREOF, the ALAMO TITLE INSURANCE OF TEXAS has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

Attest:


Secretary



ALAMO TITLE INSURANCE OF TEXAS

By 
President

(See Conditions and Stipulations following Schedules A and B)

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto Blvd., Austin, TX, 78786. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

SCHEDULE A

File # 203125

Owner Policy No. 211265

Date of Policy: January 31, 1989

Name of Insured: CITY OF SAN ANTONIO, A MUNICIPAL CORPORATION

Amount: TWO THOUSAND ONE HUNDRED AND NO/100--(\$2,100.00)--DOLLARS

1. The estate or interests in the land insured by this policy is:
FEE SIMPLE

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

TRACT I: A parcel of land out of Lot 99, New City Block 7896, MELROSE GARDENS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 3850, Page 23, Deed and Plat Records of Bexar County, Texas being more particularly described in Exhibit "A", attached hereto and made a part hereof.

TRACT II: A parcel of land containing .0384 of an acre, being out of Lots 63, 64 and 65, New City Block 7895, MELROSE GARDENS, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 235, Deed and Plat Records of Bexar County, Texas, said .0384 of an acre being a 5.0 feet strip parallel and adjacent to the North property line of said lots, and being more particularly described in Exhibit "B", attached hereto and made a part hereof.

SCHEDULE B

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

1. The following restrictive covenants of record itemized below:

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 1989 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership



Issued By: ALAMO TITLE COMPANY
3 N.W. Loop 410, Suite 400
San Antonio, Texas 78216
Phone: 512/340-0456

for State, County, City of San Antonio, and Harlandale Independent School District, not yet due or 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.

Countersigned at

ALAMO TITLE COMPANY

SAN ANTONIO, TEXAS



Authorized Countersignature
John Carl Stromberger
Assistant Vice President

JCS:t1b
2/2/89

PARCEL: 10654

OWNER: CRUZ, Gladys

FEE TITLE:

A .0063 of an acre tract being a 5 foot strip out of the South 180.0 feet of the East 55.30 feet of Lot 25, N.C.B. 7896, Melrose Gardens Addition as recorded in Volume 105, Page 235, Deed and Plat Records, Bexar County, Texas and being more fully described as follows:

Said 5 foot strip of land being parallel and adjacent to the South Property Line of the South 180.0 feet of the East 55.30 feet of said Lot 25.

Donald L. White

Donald L. White, P.E.
March 15, 1985
File No. 3149-4

EXHIBIT "A"

RECEIVED
MAR 10 1988

REAL ESTATE DIVISION

PARCEL: 10676

OWNER: CRUZ, GLADYS

FEE TITLE:

A .0384 of an acre tract being a 5 foot strip out of Lots 63, 64 and 65, N.C.B. 7895, Melrose Gardens Addition, as recorded in Volume 105, Page 235, Deed and Plat Records, Bexar County, Texas and being more fully described as follows:

Said 5 foot strip of land being parallel and adjacent to the North Property Line of said Lots 63, 64 and 65.



Donald L. White, P.E.
April 19, 1985
File No. 3149-4

EXHIBIT "B"

RECEIVED
MAR 10 1986

REAL ESTATE DIVISION

CONDITIONS AND STIPULATIONS

1. Definitions

The following terms when used in this policy mean:

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

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

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

3. Defense and Prosecution of Actions

- (a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.
- (b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions:
 - (1) Institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured;
 - (2) Indemnify the Insured as provided in this policy;
 - (3) Upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgage policy, the amount of the loan;
 - (4) Indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect;
 - (5) Secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or
 - (6) Undertake a combination of 1. through 5. herein.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.
- (f) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. Payment of Loss

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

5. Policy Entire Contract

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at 613 N. W. Loop 410, Suite 100, San Antonio, Texas 78216.

6. This policy is not transferable.

/le

TO: City Attorney

DATE: November 1 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 10714

Project: Pacific Drainage #66A

1. Amount to appropriate (or authorize payment): \$2,550.00

2. Title company, as escrow agent: Alamo

3. Account or Fund #: #45-306151 Index Code #421115

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/g1 09/01/88
/g1 09/13/88
/g1 10/13/88

PROJECT: Pacific Drainage Project #66A
Phase II, Pleasanton

PARCEL: 10714

SALES AGREEMENT

* * * * *

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

THAT, RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2,550.00) 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 0.0541 of an acre tract being out of the South 119 feet of Lot 25, New City Block 7899, in the City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 193, Deed and Plat Records of Bexar County, Texas, and 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 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 \$2,550.00 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 14 day of October, A.D., 1988.

WITNESS:

Marta San Miguel

Ruben V. Vasquez
RUBEN V. VASQUEZ

Marta San Miguel

Margarita M. Vasquez
MARGARITA M. VASQUEZ

OWNER ADDRESS:

722 Weinberg
San Antonio, Texas 78214

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY:

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

METES AND BOUNDS DESCRIPTION

0.0541 ACRE TRACT

PARCEL: 10714

OWNERS: RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ

A 0.0541 of an acre tract being out of the south 119 feet of Lot 25, New City Block 7899, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 193, Deed and Plat Records, Bexar County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a point on the east Right-of-Way line of Weinberg, said point being the northeast corner of the intersection of Weinberg and a 20 foot alley and the southwest corner of said south 119 feet of Lot 25 for the southwest corner of herein described tract;

THENCE north, 119.0 feet along said east Right-of-Way line of Weinberg to a point for the northwest corner of this tract;

THENCE east, 5.0 feet along the north line of said 119 feet of Lot 25 to a point for a corner;

THENCE south 104 feet along a line parallel to and 5 feet east of the east line of Weinberg to a point for a corner;

THENCE S 45° 00' 00" E, 7.07 feet to a point for a corner;

THENCE east, 170.0 feet along a line parallel to and 10 feet north of the north line of said 20 foot alley to a point for a corner;

THENCE south, 10.0 feet along the east line of said south 119 feet of Lot 25 to a point on the north Right-of-Way line of said 20 foot alley for the southeast corner of this tract;

THENCE west, 180.0 feet along said north Right-of-Way line of said 20 foot alley to the point of beginning and containing 0.0541 (2357.5 square feet) of an acre of land more or less.

E X H I B I T "A"

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

RE: Parcel No. 10654 & 10676

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

Deed -WARRANTY DEED - VOLUME 4496, PAGE 0668

Easement

Title Guaranty Policy

Other: _____

GLADYS CRUZ, TRUSTEE

91 JUL 15 PM 2:38
CITY CLERK

The above parcel was obtained for PACIFIC DRAINAGE PROJECT #66A.

Ordinance No.: 68316, Dated: 11-17-88

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: JULY 10, 1991

FILED _____ (date) in

The office of the City Clerk

Norma S. Rodriguez
CITY CLERK

/le

TO: City Attorney

DATE: November 1 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 10721

Project: Pacific Drainage #66A

1. Amount to appropriate (or authorize payment): 415.00

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

3. Account or Fund #: #45-306151 Index Code #421115

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/dow 8/24/88
/dow 09/13/88

Parcel: 10721
Project: Pacific Drainage #66A,
Phase II B

SALES AGREEMENT
* * * * *

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

THAT, DEE SHERLOCK, and wife, EDNA G. SHERLOCK, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of FOUR HUNDRED FIFTEEN AND NO/100 (\$415.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A parcel of land out of lot 21, New City Block 7903, W. H. CUMMINGS SUBDIVISION, in the City of San Antonio, BEXAR County, Texas, according to plat thereof recorded in Volume 105, Page 193, Deed and Plat Records of 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: 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 SELLER 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 \$415.00 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 20th day of October, A.D., 1988.

WITNESS:

Snarta San Miguel

Dee Sherlock

DEE SHERLOCK

Snarta San Miguel

Edna G. Sherlock

EDNA G. SHERLOCK

OWNER'S ADDRESS:

723 Weinberg Street
San Antonio, Texas 78214

ADDRESS OF PARCEL:

723 Weinberg Street
San Antonio, Texas 78214

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____
REAL ESTATE MANAGER
REAL ESTATE DIVISION

METES AND BOUNDS DESCRIPTION
0.0102 ACRE TRACT

PARCEL: 10721

OWNER: SHERLOCK, Dee & Edna G.

A 0.0102 of an acre tract being out of the east 125 feet of the south 88.85 feet of Lot 21, N.C.B. 7903, W.H. Cummings Subdivision as recorded in Volume 105, Page 193, Deed and Plat Records, Bexar County, Texas and being more fully described by metes and bounds as follows:

Beginning at a point on the west Right-of-Way line of Weingberg, said point being the 259.1 feet south of the southwest corner of the intersection of Weinberg and Chalmers and the northeast corner of said 88.85 foot by 125 foot lot for the northeast corner of herein described tract;

Thence south, 88.85 feet along said west Right-of-Way line to a point for the southeast corner of this tract;

Thence west, 5.0 feet along the south line of said 88.85 foot by 125 foot lot to a point for the southwest corner of this tract;

Thence north, 88.85 feet along a line to a point for the northwest corner of this tract;

Thence east, 5.0 feet along the north line of said 88.85 foot by 125 foot lot to the point of beginning and containing 0.0102 (444.25 sq. ft.) of an acre of land more or less.



Donald L. White, P.E., R.P.S.
November 7, 1985
File No. 3149-4

EXHIBIT A

RECEIVED
MAR 10 1986

REAL ESTATE DIVISION

METES AND BOUNDS DESCRIPTION
0.0102 ACRE TRACT

/1e

TO: City Attorney

DATE: November 1 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 10722

Project: Pacific Drainage #66A

1. Amount to appropriate (or authorize payment): \$420.00

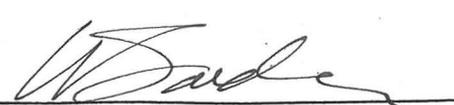
2. Title company, as escrow agent: N/A

3. Account or Fund #: #45-306151 Index Code #421115

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/gl 08/24/88
/gl 09/13/88

PROJECT: Pacific Drainage Project #66A
Phase II, Pleasanton

PARCEL: 10722

SALES AGREEMENT

* * * * *

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

THAT, ELLA MAE DIETRICH, owning, occupying and claiming other property as her homestead and EDNA G. SHERLOCK, owning, occupying and claiming other property as her homestead, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of FOUR HUNDRED TWENTY AND NO/100 (\$420.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A 0.0119 of an acre tract being out of Lot E, New City Block 7898 and 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 and at no expense to the SELLERS shall construct a timber post guard with metal beam guard rails within an area immediately and adjacent to the northern boundary line of Lot E, New City Block 7898 (801 Weinberg Street) as approved by the Traffic Engineering Department, City of San Antonio.

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 \$420.00 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 20th day of October, A.D., 1988.

WITNESS:

Marta San Miguel

Ella Mae Dietrich
ELLA MAE DIETRICH, owning, occupying and
claiming other property as her homestead

Marta San Miguel

Edna G. Sherlock
EDNA G. SHERLOCK, owning, occupying and
claiming other property as her homestead

OWNER ADDRESS:

723 Weinberg Ave.
803 Weinberg Ave.
San Antonio, Texas

ADDRESS OF PARCEL:

801 Weinberg Ave.

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

METES AND BOUNDS DESCRIPTION

0.0119 ACRE TRACT

PARCEL: 10722

OWNER: DIETRICH, Ella Mae &
SHERLOCK, Edna G.

A 0.0119 of an acre tract being out of Lot E, N.C.B. 7898 and being more fully described by metes and bounds as follows:

Beginning at a point at the southwest corner of the intersection of Weinberg and a 20 foot Alley and a corner of Lot E for a corner of herein described tract;

Thence East 42.0 feet along the south Right-of-Way line of a 20 foot alley to a point for a corner of this tract;

Thence south 10.0 feet along the east line of said Lot E to a point for the southeast corner of this tract;

Thence West 47.0 feet along a line to a point for the southwest corner of this tract;

Thence North 30.0 feet along a line to a point for the northwest corner of this tract;

Thence East 5.0 feet along the north line of said Lot E to a point for a corner of this tract;

Thence south 20.0 feet along the west Right-of-Way line of Weinberg to the point of beginning and containing 0.0119 (520.0 sq. ft.) of an acre of land more or less.



Donald L. White, P.E., R.P.S.
November 7, 1985
File No. 3149-4

EXHIBIT A

RECEIVED
MAR 10 1986

REAL ESTATE DIVISION

/le

TO: City Attorney

DATE: November 1 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 10723

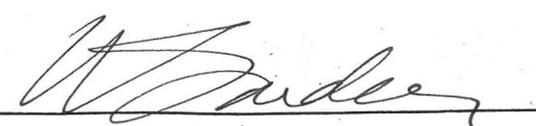
Project: Pacific Drainage #66A

1. Amount to appropriate (or authorize payment): \$660.00
2. Title company, as escrow agent: N/A
3. Account or Fund #: #45-306151 Index Code #421115

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/g1 08/24/88

PROJECT: Pacific Drainage Project #66A
Phase II, Pleasanton

PARCEL: 10723

SALES AGREEMENT

* * * * *

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, RAYMOND F. DIETRICH and wife, ELLA MAE DIETRICH, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of SIX HUNDRED SIXTY AND NO/100 (\$660.00) 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 0.0202 of an acre tract being out of the West 88.0 feet of the South, 177.25 feet of the North 197.25 feet of Lot C, New City Block 7898, San Antonio, Bexar County, Texas, also being arbitrary Lot B-7 and being more particularly described in Exhibit "A" attached hereto and and 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.

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 \$660.00 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 20th day of October, A.D., 1988.

WITNESS:

Marta San Miguel

Raymond F. Dietrich
RAYMOND F. DIETRICH

Marta San Miguel

Ella Mae Dietrich
ELLA MAE DIETRICH

OWNER ADDRESS:

803 Weinberg Street
San Antonio, Texas 78214

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

METES AND BOUNDS DESCRIPTION
0.0202 ACRE TRACT

PARCEL: 10723

OWNER: DIETRICH, Raymond F. & Ella Mae

A 0.0202 of an acre tract being out of the west 88.0 feet of the south, 177.25 feet of the north 197.25 feet of Lot C, N.C.B. 7898, San Antonio, Bexar County, Texas, also being arbitrary Lot B-7 and being more fully described by metes and bounds as follows:

Beginning at a point on the south Right-of-Way line of a 20 foot alley, said point being east, 24.0 feet from the southwest corner of the intersection of Weinberg and a 20 foot alley and the northwest corner of said Lot B-7, for the northwest corner of herein described tract;

Thence east, 88.0 feet along the south Right-of-Way line of a 20 foot alley to a point for the northeast corner of this tract;

Thence south, 10.0 feet along the east line of said Lot B-7 to a point for the southeast corner of this tract;

Thence west, 88.0 feet along a line to a point for the southwest corner of this tract;

Thence north, 10.0 feet along the west line of said Lot B-7 to the point of beginning and containing 0.0202 (880.0 sq. ft.) of an acre of land more or less.

Donald L. White

Donald L. White, P.E., R.P.S.
November 8, 1985
File No. 3149-4

EXHIBIT "A"

RECEIVED
MAR 10 1986

REAL ESTATE DIVISION

/le

TO: City Attorney

DATE: November 1 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 10724

Project: Pacific Drainage #66A

1. Amount to appropriate (or authorize payment): \$750.00

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

3. Account or Fund #: #45-306151 Index Code #421115

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/gl 08/24/88
/gl 09/13/88

PROJECT: Pacific Drainage Project #66A
Phase II, Pleasanton

PARCEL: 10724

SALES AGREEMENT

* * * * *

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

THAT, ELLA MAE DIETRICH, owning, occupying and claiming other property as her homestead and EDNA G. SHERLOCK, owning, occupying and claiming other property as her homestead, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of SEVEN HUNDRED FIFTY AND NO/100 (\$750.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A 0.0202 of an acre tract being out of the East 88 feet of the West 176 feet of the South 177.25 feet of the North 200.67 feet of Lot C, New City Block 7898, San Antonio, Texas, also being arbitrary Lot B-6 and being ore 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.

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 \$750.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as 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 20th day of October, A.D., 1988.

WITNESS:

Santa San Miguel

Ella Mae Dietrich
ELLA MAE DIETRICH, owning, occupying and claiming other property as her homestead

Santa San Miguel

Edna G. Sherlock
EDNA G. SHERLOCK, owning, occupying and claiming other property as her homestead

OWNER ADDRESS:

723 Weinberg Ave.
803 Weinberg Ave.
San Antonio, Texas

ADDRESS OF PARCEL:

corner Anna Maria and
Weinberg Avenue

ACCEPTED:

CITY OF SAN ANTONIO

BY:

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

METES AND BOUNDS DESCRIPTION
0.0202 ACRE TRACT

PARCEL: 10724

OWNER: DIETRICH, Ella Mae &
SHERLOCK, Edna G.

A 0.0202 of an acre tract being out of the East 88 feet of the West 176 feet of the South 177.25 feet of the North 200.67 feet of Lot C, N.C.B. 7898, San Antonio, Texas, also being arbitrary Lot B-6 and being more fully described by metes and bounds as follows:

Beginning at a point on the West Right-of-Way line of Anna Maria, said point being the southwest corner of the intersection of Anna Maria and a 20 foot Alley and the northeast corner of said Lot B-6, for the northeast corner of herein described tract;

Thence South 10.0 feet along the west Right-of-Way line of Anna Maria to a point for the southeast corner of this tract;

Thence West 88.0 feet along a line to a point for the southwest corner of this tract;

Thence North 10.0 feet along the west line of said Lot B-6 to a point for the northwest corner of this tract;

Thence East 88.0 feet along the south Right-of-Way line of a 20 foot Alley to the point of beginning and containing 0.0202 (880.0 sw. ft.) of an acre of land more or less.



Donald L. White, P.E., R.P.S.
November 7, 1985
File No. 3149-4

EXHIBIT A

/le

TO: City Attorney

DATE: November 1, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 11563

Project: Hi-Lions Drainage Project #80

1. Amount to appropriate (or authorize payment): \$500.00

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 10/12/88

Parcel: 11563

Project: Hi Lions Drainage
Project #80

SALES AGREEMENT

* * * * *

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, JOE CARDINAS, and wife, GLORIA CARDINAS, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of FIVE HUNDRED AND NO/100 (\$500.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

0.021 acres of land out of Lot 11 (Sometimes called Lot A-49, New City Block 2955, in the City of San Antonio, Bexar County, Texas, said 0.021 acre parcel 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, does hereby consent and agree to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owner's land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the 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 \$500.00 is payable at the time of the delivery of such deed. It is further agreed, should **SELLER** retain possession after execution of such deed, said **SELLERS** does 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.

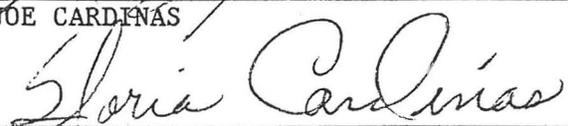
Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the **PURCHASER**, cannot be cured in a reasonable time, then the **PURCHASER**, in lieu of completing the purchase of said property, may proceed 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 17th day of OCTOBER, A.D., 1988.

WITNESS:





JOE CARDINAS


GLORIA CARDINAS

OWNER'S ADDRESS:

103 ISABEL
SAN ANTONIO TX
78210-4613

ADDRESS OF PARCEL:

SAN SALVADOR ST
NORTH of ESSEX ST.

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____
REAL ESTATE MANAGER
REAL ESTATE DIVISION

EXHIBIT "A"

PARCEL NO. 11563
(FEE SIMPLE)

FIELD NOTES FOR A STREET RIGHT-OF-WAY WIDENING OUT OF LOT A-49, N.C.B. 2955, SAN ANTONIO, TEXAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

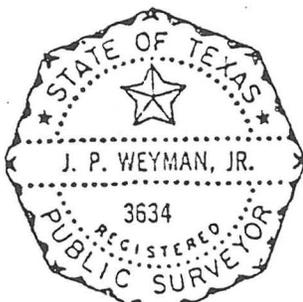
BEGINNING at the northeast corner of said lot, being a point in the west line of San Salvador Street;

THENCE S.00°03'50"E. along the west line of San Salvador Street 52.00 feet to an iron pin found for a southeast corner of said lot;

THENCE S.89°56'10"W. along the south line of said lot 18.00 feet to an iron pin set for a southwest corner of this parcel;

THENCE N.00°03'50"W. along the west line of this parcel 52.00 feet to an iron pin set in the north line of said lot for a northwest corner;

THENCE N.89°56'10"E. along the north line of said lot 18.00 feet to the point of beginning and containing 0.021 acres of land.




J. P. Weyman, Jr.
Registered Public Surveyor

December 21, 1986


RECEIVED
DEC 29 1986

ROW ACQUISITION

/le

TO: City Attorney

DATE: November 2, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 11564

Project: Hi-Lions Drainage Project #80

1. Amount to appropriate (or authorize payment): \$3,750.00
2. Title company, as escrow agent: Alamo
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: 

/g1 10/20/88

PROJECT: Hi-Lions Drainage Project #80

PARCEL: 11564

SALES AGREEMENT

* * * * *

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

THAT, BEATRICE CHAPA, a feme sole, and ISABEL CHAPA, a feme sole, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of THREE THOUSAND SEVEN HUNDRED FIFTY AND NO/100 (\$3,750.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

0.170 acres of land out of Lot 15, New City Block 2955, in the City of San Antonio, Bexar County, Texas; said 0.170 acre parcel 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.

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 \$3,750.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as 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 21st day of October, A.D., 1988.

WITNESS:

[Handwritten Signature]

Beatrice Chapa
BEATRICE CHAPA, a feme sole

Isabel Chapa
ISABEL CHAPA, a feme sole

OWNER ADDRESS:

8425 AHERN # 406
SAN ANTONIO, TX 78216-572

ADDRESS OF PARCEL:

VACANT LOT ON SAN SALVADOR
BETWEEN ESSEX ST AND
PORTER ST.

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

PARCEL NO. 11564
(FEE SIMPLE)

FIELD NOTES FOR A STREET RIGHT-OF-WAY WIDENING OUT OF LOT 15, N.C.B. 2955, SAN ANTONIO, TEXAS; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

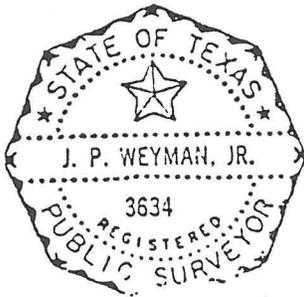
BEGINNING at the northeast corner of said lot, being a point in the west line of San Salvador Street;

THENCE S.00°03'50"E. along the west line of San Salvador Street 412.00 feet to an iron pin found for a southeast corner of said lot;

THENCE S.89°56'10"W. along the south line of said lot 18.00 feet to an iron pin set for a southwest corner of this parcel;

THENCE N.00°03'50"W. along the west line of this parcel 412.00 feet to an iron pin set in the north line of said lot for a northwest corner;

THENCE N.89°56'10"E. along the north line of said lot 18.00 feet to the point of beginning and containing 0.170 acres of land.




J. P. Weyman, Jr.
Registered Public Surveyor

December 21, 1986

RECEIVED
DEC 29 1986
ROW ACQUISITION

/le

TO: City Attorney

DATE: November 2, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 12291

Project: Barbara Drive Drainage #73A & B

1. Amount to appropriate (or authorize payment): \$2,300.00

2. Title company, as escrow agent: Alamo

3. Account or Fund #: #45-506451, Index Code #532697

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/g1 08/09/88

PROJECT: Barbara Drive Drainage
Project #73 A and B

PARCEL: 12291

SALES AGREEMENT

* * * * *

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

THAT, LEA ANN REAM and RETHA A. REAM, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of TWO THOUSAND THREE HUNDRED AND NO/100 (\$2,300.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A parcel of land out of Lot 26, Block 3, New City Block 12011, DELL-WOOD, MANOR, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 3377, Page 153, Deed and Plat Records of 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: 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 SELLER shall allow PURCHASER and/or its representatives necessary access for utility relocation, *IN THE RIGHT-OF-WAY.*

*RR
10/21/88*

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.~~

*RR
10/21/88*

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 \$2,300.00 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 21ST day of OCTOBER, A.D., 1988.

WITNESS:



Lea Ann Ream
LEA ANN REAM

Retha A. Ream
RETHA A. REAM

OWNER ADDRESS: 339 SHANNON LEE
SAN ANTONIO
TX. 78216

ADDRESS OF PARCEL:
SAME

ACCEPTED:

CITY OF SAN ANTONIO

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



CIVIL ENGINEERING CONSULTANTS

9901 BROADWAY - SUITE 114 • SAN ANTONIO, TEXAS 78217

PHONE: (512) 826-5371

August 23, 1988

BARBARA DRIVE DRAINAGE PROJECT #73A

PARCEL NO. 12291

EXHIBIT "A"

A 15.00 foot wide drainage and utility right-of-way;

Part of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor;

FIELDNOTE DESCRIPTION of a portion of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor, a subdivision in the City of San Antonio, Bexar County, Texas, as shown by map recorded in Volume 3377, Page 153, Plat Records of said county, being out of the Pedro Camarilla Survey No. 3, C.B. 5010:

BEGINNING at an iron pin set at the northwest corner of said Lot 26;

THENCE, along the north boundary of said Lot 26, North 90 00' 00" East, 75.00 feet to an iron pin found at the northeast corner thereof;

THENCE, along the east boundary of said Lot 26, South 00 00' 00" East, 15.00 feet to an iron pin set;

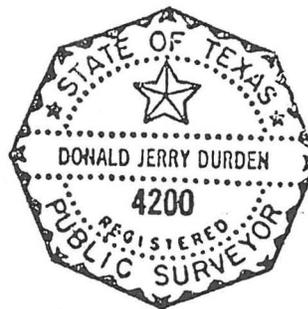
THENCE, North 90 00' 00" West, 75.00 feet to an iron pin set on the west boundary of said Lot 26;

THENCE, along said west boundary, North 00 00' 00" East, 15.00 feet to the POINT OF BEGINNING .

CONTAINING 1,125.00 square feet or 0.026 acres, more or less.

CIVIL ENGINEERING CONSULTANTS

By: Donald Jerry Durden, R.P.S. 8-23-88
Don Durden, Registered Public Surveyor #4200



1936/#801

RECEIVED
AUG 23 1988

ROW ACQUISITION

LAND DEVELOPMENT

- PUBLIC WORKS

- DRAINAGE

- SURVEYING

/le

TO: City Attorney

DATE: November 2, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 12307

Project: Barbara Street Drainage #73A & B

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

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

3. Account or Fund #: #45-506451, Index Code #532754

Special Instructions: Accepting a Construction Easement per copy attached.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/gl 09/17/87
/gl 10/18/88

Project: Barbara Street Drainage Project
73 A and B

Parcel: 12307

CONSTRUCTION EASEMENT

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, ELAINE FULLER GLASSCOCK, hereinafter referred to as "GRANTOR", for and in consideration of the sum of EIGHT HUNDRED FIFTEEN AND NO/100 (815.00) DOLLARS to her in hand paid 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 9066, San Antonio, Texas 78285, the receipt and sufficiency of which is hereby acknowledged and confessed, has GRANTED, SOLD AND CONVEYED and by these presents does GRANT, SELL, AND CONVEY unto the CITY OF SAN ANTONIO the right to enter upon the following described land, to-wit:

A 10 foot temporary construction easement covering 1200 square feet of land out of Lot 28, Block 1, New City Block 12009, DELL-WOOD MANOR, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 3377, Page 153, Deed and Plat Records of Bexar, 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 BARBARA STREET DRAINAGE PROJECT # 73 A & B, 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 BARBARA STREET DRAINAGE PROJECT, # 73 A & B. This temporary construction 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.

SPECIAL CONDITIONS: Contractor to haul off chain link fencing on western boundary line after construction is completed, but the ten (10') feet of chain link fencing on the north portion of the easement shall be replaced in its original state and position on the property line.

Contractor shall use every effort to "work around" the large Arizona Ash tree, and the Magnolia tree in the northerly portion of the easement, trimming limbs only where necessary.

Contractor to haul off and dispose of the greenhouse within the easement.

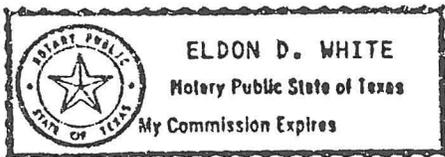
TO HAVE AND TO HOLD the above described easement and right unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said property for construction purposes shall be abandoned, and GRANTOR does hereby binds herself, her heirs, legal representatives, successors and assigns, against every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

EXECUTED this 18TH day of OCTOBER, A.D., 1988.

Elaine Fuller Glasscock
ELAINE FULLER GLASSCOCK

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 18TH day of OCTOBER, 1988 by ELAINE FULLER GLASSCOCK.



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

FLORES & COMPANY CONSULTING ENGINEERS

3740 COLONY DRIVE, SUITE 254

SAN ANTONIO, TEXAS 78230

512/699-9747

EXHIBIT "A"

FIELD NOTES

FOR

PARCEL NO. 12307

Being a 10.00 foot temporary construction easement, containing 0.028 acres (1200 square feet) of land out of Lot 28, Block 1, N.C.B. 12009, Dell-Wood Manor Subdivision, San Antonio, Bexar County, Texas, as recorded in Volume 3377, Page 153, of the Deed and Plat Records of Bexar County, Texas, and being more particularly described as follows:

BEGINNING: At a point on the north right-of-way line of Barbara Drive for the southeast corner of this easement, said point being west 646.29 feet from the P.I. of the north right-of-way line of Barbara Drive and the west right-of-way line of West Skipper Drive, said point also being the Point of Beginning;

THENCE: Continuing along the north right-of-way line of Barbara Drive, west, a distance of 10.00 feet to a point, said point being the southwest corner of this easement;

THENCE: Departing the north right-of-way line of Barbara Drive, north, a distance of 120.00 feet to a point, said point being the northwest corner of this easement;

THENCE: East, a distance of 10.00 feet to a point, said point being the northeast corner of this easement;

THENCE: South, a distance of 120.00 feet to the Point of Beginning and containing 0.028 acres (1200 square feet) of land more or less.

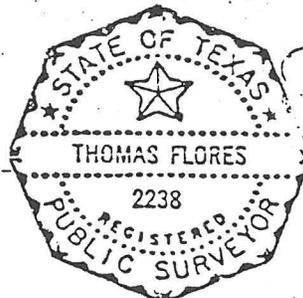
RECEIVED
JUN 1 1987

Date: June 3, 1987

Prepared By: Flores & Company

Job No. 0341-00

ROW ACQUISITION



Thomas Flores

/1e

TO: City Attorney

DATE: November 2, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: 12408

Project: New Access Street

1. Amount to appropriate (or authorize payment):

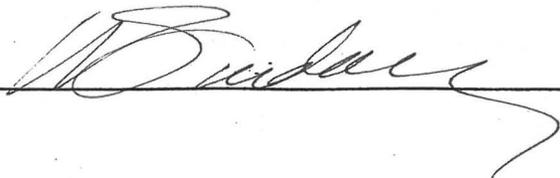
2. Title company, as escrow agent: First American

3. Account or Fund #: 26-013122, Index Code #262030

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

cc: To Finance (When funds involved).

Real Estate Division

BY: 

/g1 02/29/88
/g1 03/23/88

PROJECT: New Access Street

PARCEL: 12408

SALES AGREEMENT

* * * * *

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

THAT, PATRICIO CALVO and wife, SOCORRO CALVO, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a parcel of land containing 9,503.93 square feet or 0.218 acre of land, known as Lots 57, 58 and part of Lots 56 and 59, Block 4, New City Block 6483, situated within the corporate limits of the City of San Antonio, Texas; said parcel 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 also includes payment for house, sheds, driveways, fences, trees and landscaping within the above described property.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damage of the SELLERS, if any. It is agreed and understood that the consideration herein paid includes, but is not limited to, any relocation expenses or any other expenses which may be incurred as a result of this transaction.

First American Title Company shall act as escrow agent and the SELLERS upon demand by the PURCHASER agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the PURCHASER not later than 90 (ninety) days after the date of the delivery of such deed.

The agreed purchase price in the amount of \$45,000.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the ____ day of _____, A.D., 1988.

WITNESS:

PATRICIO CALVO

SOCORRO CALVO

OWNER ADDRESS:

1443 W. Mistletoe
San Antonio, Texas 78201
Phone # 736-9058

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY: _____

WILLIAM S. TOUDOUZE
REAL ESTATE MANAGER
REAL ESTATE DIVISION

FIELD NOTES

Being a parcel of land containing 9,503.93 square feet or 0.218 acre of land, known as Lot 57, 58 and part of Lots 56 and 59, Block 4, N.C.B. 6483, situated within the corporate limits of the City of San Antonio, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Southeast corner of the tract, said pin being on the North Right-of-way line of Mistletoe Avenue(55' R.O.W.);

THENCE, along said R. O. W. line, N 83°53'35" W, for a distance of 44.33 feet to an iron pin set;

THENCE, N 28°54'56" W, for a distance of 24.42 feet to an iron pin set;

THENCE, N 6°03'06" E, for a distance of 6.00 feet to an iron pin set;

THENCE, N 9°05'25" W, for a distance of 114.85 feet to an iron pin found on the South R. O. W. line of a 12-foot alley, said pin being the Northwest corner of the tract;

THENCE, S 83°53'35" E, along said R. O. W. line of the alley, for a distance of 88.33 feet to a fence post, said post being the Northeast corner of the tract;

THENCE, S 6°03'06" E, for a distance of 136.83 feet to the POINT OF BEGINNING.

Prepared by:

Pi Engineering, Inc.
Mar. 17, 1988



Andrew S. Pi

EXHIBIT "A"

RECEIVED
MAR 17 1988
ROW ACQUISITION

/le

TO: City Attorney

DATE: November 2, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

Parcel: Misc. Easements & Dedications

Project: Callaghan Road Dedication - Zoning Case No. Z86177

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 Dedciation Deed per copy attached.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

Misc. Easements &
RE: Parcel No. Dedications

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

Deed - DEDICATION - Volume 4481, Page 571

Easement

Title Guaranty Policy

Other: _____

TROY M. HINSON AND WIFE, OPAL F. HINSON

The above parcel was obtained for Callaghan Road Dedication - Zoning Case # 786177.

Ordinance No.: 68316, Dated: November 18, 1988

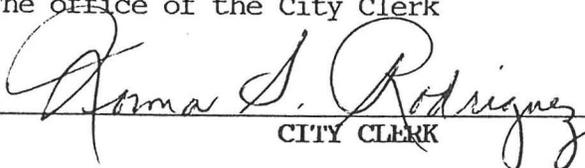
REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: April 10, 1990

FILED _____ (date) in

The office of the City Clerk


CITY CLERK

1695913

/g1 10/17/88

Misc. Easements and Dedications

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

Callaghan Road Dedication -
Zoning Case No. 286177

D E D I C A T I O N

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

THAT, TROY M. HINSON and wife, OPAL F. HINSON, hereinafter called the GRANTORS hereby declare their intention to make a Dedication, and do hereby GRANT, CONVEY and DEDICATE, to the CITY OF SAN ANTONIO, for and in consideration of the benefits which will accrue to GRANTORS, to GRANTORS' other property and to the public generally, the following described parcel of land:

The Northwest thirteen (13) feet of Lots 298 and 299, Block E, New City Block 11553, WOODLAND HILLS, in the City of San Antonio, Texas, according to plat thereof recorded in Volume 980, Page 189, Deed and Plat Records of Bexar County, Texas.

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

WITNESS our hand this 20 day of October, A.D., 1988.

Troy M. Hinson
TROY M. HINSON

Opal F. Hinson
OPAL F. HINSON

STATE OF TEXAS }
 {
COUNTY OF BEXAR }

01-06-89 0347276 0283171 \$3.00 Y 01 07092

This instrument was acknowledged before me on this the 20 day of October, 1988, by TROY M. HINSON and wife, OPAL F. HINSON.



G.M. Longoria
NOTARY PUBLIC in and for the State of
T E X A S

G.M. Longoria
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3/21/92

VOL 481 PAGE 0571

/le

TC: City Attorney

DATE: November 2, 1988

FROM: Real Estate Division

SUBJECT: Ordinance to be placed of agenda of November 17th

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 a Warranty Deed per copy attached.

cc: To Finance (When funds involved).

Real Estate Division

BY: 

WARRANTY DEED

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

That the URBAN RENEWAL AGENCY OF THE CITY OF SAN ANTONIO, County of Bexar, and State of Texas, for and in consideration of the sum of TEN AND NO/100----- DOLLARS (\$10.00), to it in hand paid by the grantee herein named, the receipt of which is hereby acknowledged, have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto CITY OF SAN ANTONIO of the County of Bexar, and State of Texas, all of the following described real property in Bexar County, Texas, to wit:

THE North one-half Lots 39 and 40, Block 1, New City Block 2444, situated within the corporate limits of the City of San Antonio, Bexar County, Texas.

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 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.

This Deed is made and executed upon and is subject to certain express conditions and covenants, said conditions and covenants being a part of the consideration for the property hereby conveyed and are to be taken and construed as running with the land and upon the continued observance of which and each of which, with the sole exception of covenants numbered FIRST and THIRD, the continued existence of the estate hereby granted shall depend, and the Grantee hereby binds itself and its successors, assigns, grantees, and lessees forever to these covenants and conditions, which covenants and conditions are as follows:

FIRST: The Grantee shall devote the property hereby conveyed only to the uses specified in the applicable provisions of the URBAN RENEWAL PLAN or approved modifications thereof;

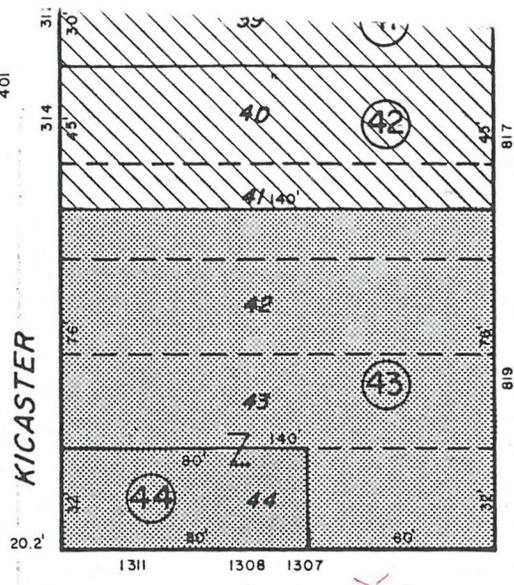
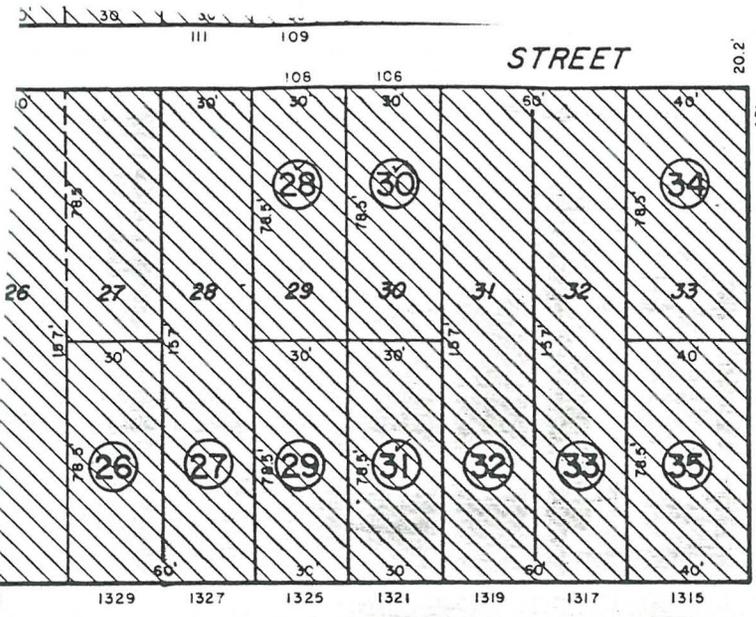
SECOND: The Grantee shall pay real estate taxes or assessments on the property hereby conveyed or any part thereof when due;

THIRD: The Grantee agrees for itself and any successor in interest not to discriminate upon the basis of race, color, or national origin in the sale, lease, or rental or in the use or occupancy of the property hereby conveyed or any part thereof or of any improvements erected or to be erected thereon or any part thereof.

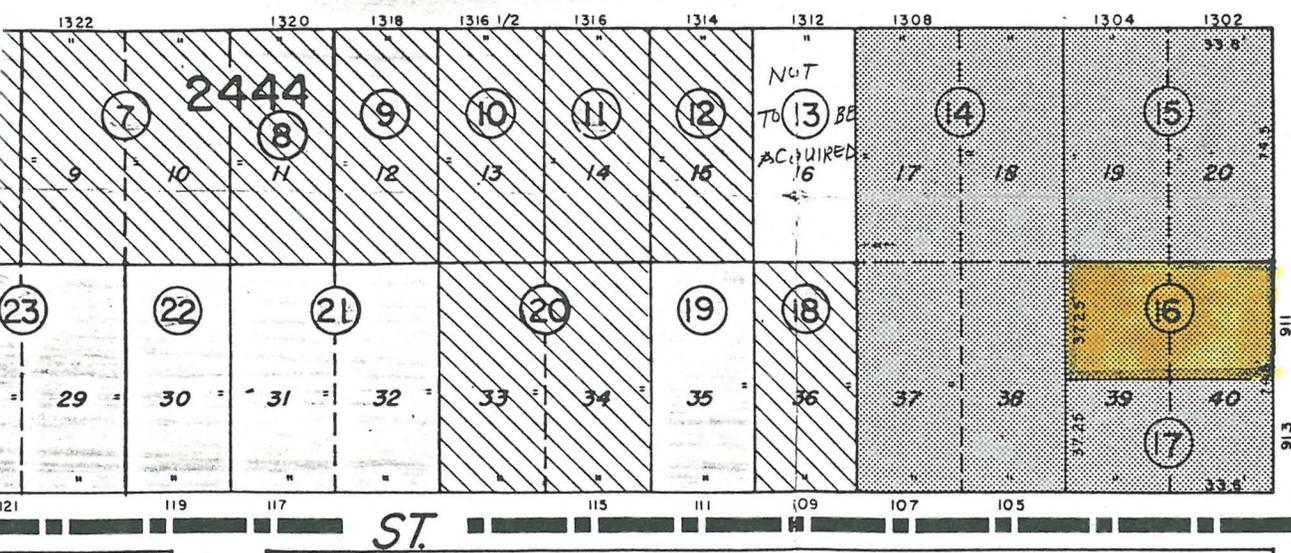
06-29-88 0288555 0283081 \$5.00 r 01 07092

The covenants and agreements contained in the covenant numbered FIRST shall run for a 25-year period from the date of this Deed. The covenants numbered SECOND and THIRD shall remain in effect without any limitation as to time.

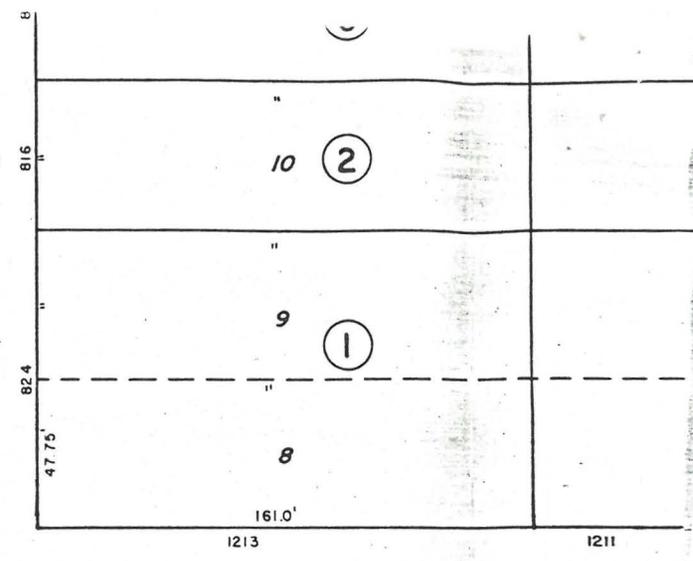
VOL 4339 PG 1050



CUADALUPE



ST



STREET

BRAZOS

J. T.
BRACKENRI
ELEM. SCH
N.C

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

RE: Parcel No. 12408

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

Deed - Vol. 4467, Pages 1996-1999

Easement

Title Guaranty Policy

Other: _____

The above parcel was obtained for New Access Street.

Ordinance No.: 68316, Date: 11-17-88

REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: September 30, 1997

FILED _____ (date) in

The Office of the City Clerk


CITY CLERK

160831

/gl 11/21/88

Project: New Access Street

Parcel: 12408

GF# 87-11-2240 DA \$7.00

RETURN TO:
CITY OF SAN ANTONIO
REAL ESTATE DIVISION
P.O. BOX 9066
SAN ANTONIO, TEXAS 78285
STATE OF TEXAS }
COUNTY OF BEXAR }

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, PATRICIO CALVO and wife, SOCORRO CALVO, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of FORTY-FIVE THOUSAND AND NO/100 (\$45,000.00), DOLLARS to them in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as "GRANTEE", a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a parcel of land containing 9,503.93 square feet or 0.218 acre of land, known as Lots 57, 58 and part of Lots 56 and 59, Block 4, New City Block 6483, situated within the corporate limits of the City of San Antonio, Texas; said parcel being more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTORS do hereby bind themselves, their heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 10th day of December, A.D., 1988.

Patricio Calvo
PATRICIO CALVO

Socorro Calvo
SOCORRO CALVO

VOL 4 4 6 7 PAGE 1 9 9 6

STATE OF TEXAS }
 {
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 10th day of December, 1988 by PATRICIO CALVO and wife, SOCORRO CALVO.

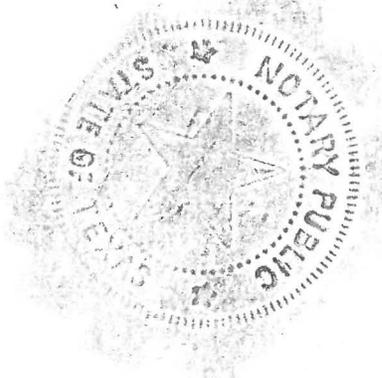
Dory Weber

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

DORY WEBER

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 7/22/89



1280 c

FIELD NOTES

Being a parcel of land containing 9,503.93 square feet or 0.218 acre of land, known as Lot 57, 58 and part of Lots 56 and 59, Block 4, N.C.B. 6483, situated within the corporate limits of the City of San Antonio, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Southeast corner of the tract, said pin being on the North Right-of-way line of Mistletoe Avenue(55' R.O.W.);

THENCE, along said R. O. W. line, N 83° 53' 35" W, for a distance of 44.33 feet to an iron pin set;

THENCE, N 28° 54' 56" W, for a distance of 24.42 feet to an iron pin set;

THENCE, N 6° 03' 06" E, for a distance of 6.00 feet to an iron pin set;

THENCE, N 9° 05' 25" W, for a distance of 114.85 feet to an iron pin found on the South R. O. W. line of a 12-foot alley, said pin being the Northwest corner of the tract;

THENCE, S 83° 53' 35" E, along said R. O. W. line of the alley, for a distance of 88.33 feet to a fence post, said post being the Northeast corner of the tract;

THENCE, S 6° 03' 06" E, for a distance of 136.83 feet to the POINT OF BEGINNING.

Prepared by:

Pi Engineering, Inc.
Mar. 17, 1988



Andrew S. Pi

EXHIBIT "A"

RECEIVED
MAR 17 1988

ROW ACQUISITION

VOL 4 67 PAGE 1 998

FIRST AMERICAN
First American Title Insurance Company
of Texas

Nº 156047 ○ **OWNER POLICY OF TITLE INSURANCE**

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

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

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

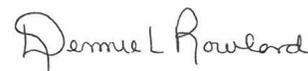
IN WITNESS HEREOF, the FIRST AMERICAN TITLE INSURANCE COMPANY OF TEXAS has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

First American Title Insurance Company
of Texas



ATTEST


Secretary,

BY  PRESIDENT

Owner's Policy

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

OWNER
POLICY
SERIAL
NUMBER 156047 0

Date of Policy December 16, 1988

Issued With No. N/A

G. F. No. 87-11-2240 DA

Premium \$ 455.00

Rate Rule R-3

Property Type #5

Amount \$ 45,000.00



First American Title Insurance Company

of Texas
SCHEDULE A

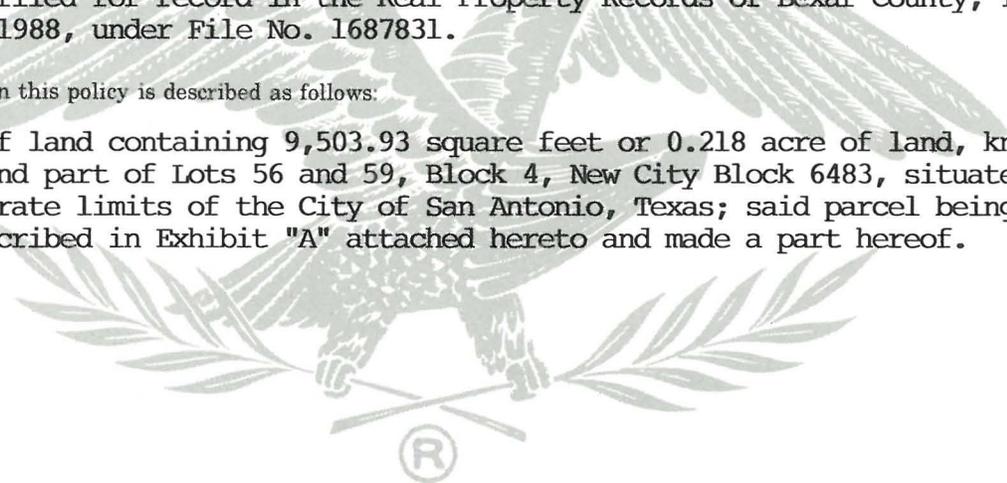
NAME OF INSURED:

CITY OF SAN ANTONIO

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. - identify or describe)
Fee simple title to the real estate hereinafter described is vested in the Insured by Deed dated December 10, 1988, from PATRICIO CALVO and wife, SOCORRO CALVO, to CITY OF SAN ANTONIO, filed for record in the Real Property Records of Bexar County, Texas, on December 16, 1988, under File No. 1687831.

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

Being a parcel of land containing 9,503.93 square feet or 0.218 acre of land, known as Lots 57, 58 and part of Lots 56 and 59, Block 4, New City Block 6483, situated within the corporate limits of the City of San Antonio, Texas; said parcel being more particularly described in Exhibit "A" attached hereto and made a part hereof.



FIRST AMERICAN TITLE COMPANY OF
SAN ANTONIO Agent

By: Delia Araujo
Delia Araujo, Escrow Officer

This policy not valid unless duly
countersigned by agent.

COUNTERSIGNED:
on and as of the date hereof.

FIELD NOTES

Being a parcel of land containing 9,503.93 square feet or 0.218 acre of land, known as Lot 57, 58 and part of Lots 56 and 59, Block 4, N.C.B. 6483, situated within the corporate limits of the City of San Antonio, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Southeast corner of the tract, said pin being on the North Right-of-way line of Mistletoe Avenue(55' R.O.W.);

THENCE, along said R. O. W. line, N 83° 53' 35" W, for a distance of 44.33 feet to an iron pin set;

THENCE, N 28° 54' 56" W, for a distance of 24.42 feet to an iron pin set;

THENCE, N 6° 03' 06" E, for a distance of 6.00 feet to an iron pin set;

THENCE, N 9° 05' 25" W, for a distance of 114.85 feet to an iron pin found on the South R. O. W. line of a 12-foot alley, said pin being the Northwest corner of the tract;

THENCE, S 83° 53' 35" E, along said R. O. W. line of the alley, for a distance of 88.33 feet to a fence post, said post being the Northeast corner of the tract;

THENCE, S 6° 03' 06" E, for a distance of 136.83 feet to the POINT OF BEGINNING.

Prepared by:

Pi Engineering, Inc.
Mar. 17, 1988.



Andrew S. Pi

EXHIBIT "A"

RECEIVED
MAR 17 1988

ROW ACQUISITION

OWNER
POLICY
SERIAL
NUMBER 156047 0

G. F. No. 87-11-2240 DA



First American Title Insurance Company

of Texas

SCHEDULE B

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

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or state "None of record"): **None of record**
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 19 89 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. Easement recorded in Volume 6063 page 870, Deed Records of Bexar County, Texas.
6. Rights of parties in possession.
7. **This policy is subject to Abstract of Judgment dated May 11, 1979, between Montgomery Ward Co., Inc., and Pat Calvo and wife, Socorro Calvo, in the amount of \$1,294.56 recorded in Volume 1581, page 286, Bexar County, Texas.**

This policy not valid unless duly
countersigned by agent.

COUNTERSIGNED:
on and as of the date hereof.

FIRST AMERICAN TITLE COMPANY OF
SAN ANTONIO Agent

By: Delia Araujo
Delia Araujo, Escrow Officer

GENERAL CONDITIONS AND STIPULATIONS

1. Definitions

The following terms when used in this policy mean:

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

2. Exclusions from the Coverage of this Policy

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

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

3. Defense of Actions

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

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

RE: Parcel No. 12291

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

Deed - Vol. 4525, Pages 2013-2016

Easement

Title Guaranty Policy

Other: Partial Release of Lien - Vol. 4525, Pages 2009-2012

The above parcel was obtained for Barbara Drive Drainage Project #73 A & B.

Ordinance No.: 68316, Date: 11-17-88

REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: August 31, 1997

FILED _____ (date) in

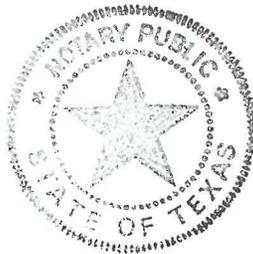
The Office of the City Clerk


CITY CLERK

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 15th day of March, 1989 by LEA ANN REAM, a feme sole.

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



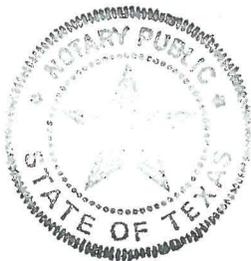
John Carl Stromberger
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3-31-89

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 15th day of March, 1989 by RETHA A. REAM, a feme sole.

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



John Carl Stromberger
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3-31-89



CIVIL ENGINEERING CONSULTANTS

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

August 23, 1988

BARBARA DRIVE DRAINAGE PROJECT #73A

PARCEL NO. 12291

EXHIBIT "A"

A 15.00 foot wide drainage and utility right-of-way;

Part of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor;

FIELDNOTE DESCRIPTION of a portion of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor, a subdivision in the City of San Antonio, Bexar County, Texas, as shown by map recorded in Volume 3377, Page 153, Plat Records of said county, being out of the Pedro Camarilla Survey No. 3, C.B. 5010:

BEGINNING at an iron pin set at the northwest corner of said Lot 26;

THENCE, along the north boundary of said Lot 26, North 90 00' 00" East, 75.00 feet to an iron pin found at the northeast corner thereof;

THENCE, along the east boundary of said Lot 26, South 00 00' 00" East, 15.00 feet to an iron pin set;

THENCE, North 90 00' 00" West, 75.00 feet to an iron pin set on the west boundary of said Lot 26;

THENCE, along said west boundary, North 00 00' 00" East, 15.00 feet to the POINT OF BEGINNING .

CONTAINING 1,125.00 square feet or 0.026 acres, more or less.

CIVIL ENGINEERING CONSULTANTS

By: Donald Jerry Durden, R.P.S. 8-23-88
Don Durden, Registered Public Surveyor #4200

1936/#801

RECEIVED
AUG 23 1988



ROW ACQUISITION

LAND DEVELOPMENT - PUBLIC WORKS - DRAINAGE - SURVEYING

VOL 4 5 2 5 PAGE 2 0 1 5

226406 \$7.00

1725554 Parcel: 12291

/dow 8/25/88

Return to:

Project: Barbara Drive Drainage Project #73A

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

PARTIAL RELFASE 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 THIRTY-SIX THOUSAND SIX HUNDRED FIFTY AND NO/100 DOLLARS (\$36,650.00) dated March 26, 1979 executed by RICHARD E. REAM and wife, RETHA A. RFAM, payable to the order of LOPER MORTGAGE COMPANY, said note being additionally secured by Deed of Trust of even date therewith to JOE LOPER, Trustee, recorded in Volume 1499, Page 809, Real Property Records of Bexar County, Texas; said note being more fully described in a Vendor's Lien retained in Warranty Deed recorded in Volume 1499, Page 806, of the Real Property Records of Bexar County, Texas, among other property, to-wit:

A parcel of land out of Lot 26, Block 3, New City Block, DELL-WOOD MANOR, in the City of San Antonio, Bexar County, Texas, as shown by map recorded in Volume 3377, Page 153, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof.

for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) paid to the undersigned by RICHARD E. REAM and wife, RETHA A. REAM the receipt of which is hereby acknowledged, do hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said RICHARD E. REAM and wife, RETHA A. REAM the above described property from said Vendor's Lien, against the same securing the payment of the above described note.

03-16-89 0364950 0800450 \$7.00 Y 01 06857

VOL 4 5 2 5 PAGE 2 0 0 9

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 21 day of February, A.D., 1989.

~~LOPER MORTGAGE COMPANY~~

LUMBERMEN'S INVESTMENT CORPORATION OF TEXAS,
formerly known as Loper Mortgage Company

by John Duban

BY: JOHN DUBAN ~~XXXXXXXXXX~~
Senior Vice President & Treasurer

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 21 day of February, 1989 by LOPER MORTGAGE COMPANY, on behalf of said Company.

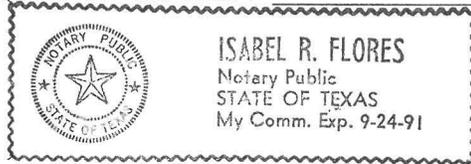
Isabel R. Flores

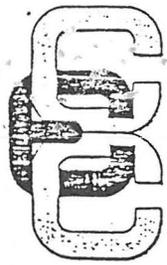
Notary Public in and for the State of
T E X A S

Isabel R. Flores

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES:





CIVIL ENGINEERING CONSULTANTS

9901 BROADWAY - SUITE 114 • SAN ANTONIO, TEXAS 78217

PHONE: (512) 826-5371

EXHIBIT "A"

August 10, 1987

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

BARBARA DRIVE DRAINAGE PROJECT #73A

PARCEL NO. 12291

PERMANENT 15.00 foot wide sanitary sewer, electric, gas, telephone, and C.A.T.V. easement;

Part of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor;

FIELDNOTE DESCRIPTION of a portion of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor, a subdivision in the City of San Antonio, Bexar County, Texas, as shown by map recorded in Volume 3377, Page 153, Plat Records of said county, being out of the Pedro Camarilla Survey No. 3, C.B. 5010:

BEGINNING at an iron pin set at the northwest corner of said Lot 26;

THENCE, along the north boundary of said Lot 26, North 90° 00' 00" East, 75.00 feet to an iron pin found at the northeast corner thereof;

/ THENCE, along the east boundary of said Lot 26, South 00° 00' 00" East, 15.00 feet to an iron pin set;

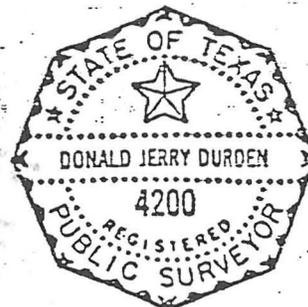
THENCE, North 90° 00' 00" West, 75.00 feet to an iron pin set on the west boundary of said Lot 26;

THENCE, along said west boundary, North 00° 00' 00" East, 15.00 feet to the POINT OF BEGINNING .

CONTAINING 1,125.00 square feet or 0.026 acres, more or less.

CIVIL ENGINEERING CONSULTANTS

By: Don Durden, R.P.S. 8-12-87
Don Durden, Registered Public Surveyor #4200



1936/#801

VOL 45 25 PAGE 20 11



Alamo Title Insurance of Texas

OWNER POLICY OF TITLE INSURANCE

ALAMO TITLE INSURANCE 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 encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

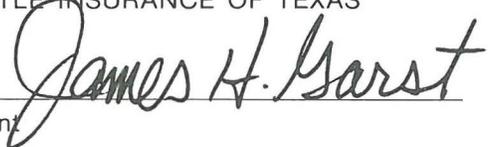
IN WITNESS HEREOF, the ALAMO TITLE INSURANCE OF TEXAS has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

Attest:


Secretary



ALAMO TITLE INSURANCE OF TEXAS

By 
President

(See Conditions and Stipulations following Schedules A and B)

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto Blvd., Austin, TX, 78786. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

Issued By: ALAMO TITLE COMPANY
() N.W. Loop 410, Suite 400
San Antonio, Texas 78216
Phone: 512/340-0456

None.

5. Rights of parties in possession.

Countersigned at

ALAMO TITLE COMPANY

SAN ANTONIO, TEXAS


Authorized Countersignature
John Carl Stromberger
Assistant Vice President

JCS:t1b
3/21/89



CIVIL ENGINEERING CONSULTANTS

9901 BROADWAY - SUITE 114 • SAN ANTONIO, TEXAS 78217

PHONE: (512) 826-5371

August 23, 1988

BARBARA DRIVE DRAINAGE PROJECT #73A

PARCEL NO. 12291

EXHIBIT "A"

A 15.00 foot wide drainage and utility right-of-way;

Part of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor;

FIELDNOTE DESCRIPTION of a portion of Lot 26, Block 3, N.C.B. 12011, Dell-Wood Manor, a subdivision in the City of San Antonio, Bexar County, Texas, as shown by map recorded in Volume 3377, Page 153, Plat Records of said county, being out of the Pedro Camarilla Survey No. 3, C.B. 5010:

BEGINNING at an iron pin set at the northwest corner of said Lot 26;

THENCE, along the north boundary of said Lot 26, North 90 00' 00" East, 75.00 feet to an iron pin found at the northeast corner thereof;

THENCE, along the east boundary of said Lot 26, South 00 00' 00" East, 15.00 feet to an iron pin set;

THENCE, North 90 00' 00" West, 75.00 feet to an iron pin set on the west boundary of said Lot 26;

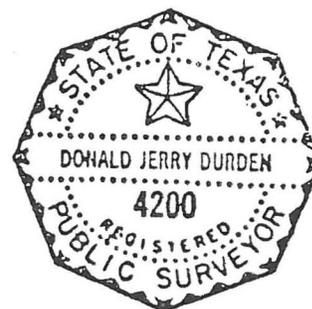
THENCE, along said west boundary, North 00 00' 00" East, 15.00 feet to the POINT OF BEGINNING .

CONTAINING 1,125.00 square feet or 0.026 acres, more or less.

CIVIL ENGINEERING CONSULTANTS

By:

Don Durden R.P.S. 8-23-88
Don Durden, Registered Public Surveyor #4200



1936/#801

RECEIVED
AUG 23 1988

ROW ACQUISITION

LAND DEVELOPMENT

PUBLIC WORKS

DRAINAGE

SURVEYING

CONDITIONS AND STIPULATIONS

1. Definitions

The following terms when used in this policy mean:

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

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

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

3. Defense and Prosecution of Actions

- (a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.
- (b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions:
 - (1) Institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured;
 - (2) Indemnify the Insured as provided in this policy;
 - (3) Upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgage policy, the amount of the loan;
 - (4) Indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect;
 - (5) Secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or
 - (6) Undertake a combination of 1. through 5. herein.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.
- (f) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. Payment of Loss

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

5. Policy Entire Contract

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at 613 N. W. Loop 410, Suite 100, San Antonio, Texas 78216.

6. This policy is not transferable.

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

RE: Parcel No. 10721

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

Deed VOL. 4481 PAGE 0563

Easement

Title Guaranty Policy

Other: _____

DEE SHERLOCK & EDNA G. SHERLOCK

The above parcel was obtained for PACIFIC DRAINAGE PROJECT #66A, PHASE II, PLEASANTON.

Ordinance No.: 68316, Dated: 11/17/88

REAL ESTATE DIVISION

BY: JOHNNY SALDANA

DATE: October 30, 1998

FILED _____ (date) in

The office of the City Clerk

Norma S. Rodriguez
CITY CLERK

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of December, 1988 by DEE SHERLOCK and wife, EDNA G. SHERLOCK.

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



Marta San Miguel
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-15-89

METES AND BOUNDS DESCRIPTION
0.0102 ACRE TRACT

PARCEL: 10721

OWNER: SHERLOCK, Dee & Edna G.

A 0.0102 of an acre tract being out of the east 125 feet of the south 88.85 feet of Lot 21, N.C.B. 7903, W.H. Cummings Subdivision as recorded in Volume 105, Page 193, Deed and Plat Records, Bexar County, Texas and being more fully described by metes and bounds as follows:

Beginning at a point on the west Right-of-Way line of Weing^{Es.}berg, said point being the 259.1 feet south of the southwest corner of the intersection of Weinberg and Chalmers and the northeast corner of said 88.85 foot by 125 foot lot for the northeast corner of herein described tract;

Thence south, 88.85 feet along said west Right-of-Way line to a point for the southeast corner of this tract;

Thence west, 5.0 feet along the south line of said 88.85 foot by 125 foot lot to a point for the southwest corner of this tract;

Thence north, 88.85 feet along a line to a point for the northwest corner of this tract;

Thence east, 5.0 feet along the north line of said 88.85 foot by 125 foot lot to the point of beginning and containing 0.0102 (444.25 sq. ft.) of an acre of land more or less.

Donald L White
Donald L. White, P.E., R.P.S.
November 7, 1985
File No. 3149-4

EXHIBIT A

RECEIVED
MAR 10 1986

REAL ESTATE DIVISION

VOL 48 | PAGE 0565

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK
98 NOV -2 AM 7:53

RE: Parcel No. 10722

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

Deed Vol. 4509 Page 1639

Easement

Title Guaranty Policy

Other: _____

ELLA MAE DIETRICH,

The above parcel was obtained for PACIFIC DRAINAGE PROJECT # 66A, PHASE II, PLEASANTON.

Ordinance No.: 68316, Dated: 11/17/88

REAL ESTATE DIVISION

BY: JOHNNY SALDANA

FILED _____ (date) in DATE: October 30, 1998

The office of the City Clerk

Norma S. Rodriguez
CITY CLERK

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of December, 1988 by ELIA MAE DIETRICH, owning, occupying and claiming other property as her homestead.



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

Marta San Miguel
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-15-89

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of December, 1988 by EDNA G. SHERLOCK, owning, occupying and claiming other property as her homestead.



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

Marta San Miguel
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-15-89

METES AND BOUNDS DESCRIPTION
0.0119 ACRE TRACT

PARCEL: 10722

OWNER: DIETRICH, Ella Mae &
SHERLOCK, Edna G.

A 0.0119 of an acre tract being out of Lot E, N.C.B. 7898 and being more fully described by metes and bounds as follows:

Beginning at a point at the southwest corner of the intersection of Weinberg and a 20 foot Alley and a corner of Lot E for a corner of herein described tract;

Thence East 42.0 feet along the south Right-of-Way line of a 20 foot alley to a point for a corner of this tract;

Thence south 10.0 feet along the east line of said Lot E to a point for the southeast corner of this tract;

Thence West 47.0 feet along a line to a point for the southwest corner of this tract;

Thence North 30.0 feet along a line to a point for the northwest corner of this tract;

Thence East 5.0 feet along the north line of said Lot E to a point for a corner of this tract;

Thence south 20.0 feet along the west Right-of-Way line of Weinberg to the point of beginning and containing 0.0119 (520.0 sq. ft.) of an acre of land more or less.



Donald L. White, P.E., R.P.S.
November 7, 1985
File No. 3149-4

EXHIBIT A

RECEIVED
MAR 10 1986

REAL ESTATE DIVISION

VOL 4 509 PAGE 1641

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

RE: Parcel No. 10723

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

- Deed VOL. 4481 PAGE 0551
- Easement
- Title Guaranty Policy
- Other: _____

RAYMOND F. DIETRICH & ELLA MAE DIETRICH

The above parcel was obtained for PACIFIC DRAINAGE PROJECT # 66A, PHASE II, PLEASANTON.

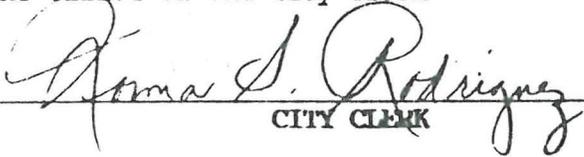
Ordinance No.: 68316, Dated: 11-17-88

REAL ESTATE DIVISION

BY: JOHNNY SALDANA

FILED _____ (date) in DATE: October 30, 1998

The office of the City Clerk



CITY CLERK

1695908

/gl 11/21/88

Project: Pacific Drainage Project #66A,
Phase II, Pleasanton

Parcel: 10723

RETURN TO:

Real Estate Divison
P.O. Box 839966
San Antonio, TX 78283-3966

WARRANTY DEED

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

THAT, RAYMOND F. DIETRICH and wife, ELLA MAE DIETRICH, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of SIX HUNDRED SIXTY AND NO/100 (\$660.00), DOLLARS to them in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as "GRANTEE", a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A 0.0202 of an acre tract being out of the West 88.0 feet of the South, 177.25 feet of the North 197.25 feet of Lot C, New City Block 7898, San Antonio, Bexar County, Texas, also being arbitrary Lot B-7 and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTORS do hereby bind themselves, their heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 13 day of December, A.D., 1988.

Raymond F. Dietrich

RAYMOND F. DIETRICH

Ella Mae Dietrich

ELLA MAE DIETRICH

VOL 48 | PAGE 055 |

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of December, 1988 by RAYMOND F. DIETRICH and wife, ELLA MAE DIETRICH.

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



Marta San Miguel
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-15-89

METES AND BOUNDS DESCRIPTION

0.0202 ACRE TRACT

PARCEL: 10723

OWNER: DIETRICH, Raymond F. & Ella Mae

A 0.0202 of an acre tract being out of the west 88.0 feet of the south, 177.25 feet of the north 197.25 feet of Lot C, N.C.B. 7898, San Antonio, Bexar County, Texas, also being arbitrary Lot B-7 and being more fully described by metes and bounds as follows:

Beginning at a point on the south Right-of-Way line of a 20 foot alley, said point being east, 24.0 feet from the southwest corner of the intersection of Weinberg and a 20 foot alley and the northwest corner of said Lot B-7, for the northwest corner of herein described tract;

Thence east, 88.0 feet along the south Right-of-Way line of a 20 foot alley to a point for the northeast corner of this tract;

Thence south, 10.0 feet along the east line of said Lot B-7 to a point for the southeast corner of this tract;

Thence west, 88.0 feet along a line to a point for the southwest corner of this tract;

Thence north, 10.0 feet along the west line of said Lot B-7 to the point of beginning and containing 0.0202 (880.0 sq. ft.) of an acre of land more or less.

Donald L. White

Donald L. White, P.E., R.P.S.
November 8, 1985
File No. 3149-4

EXHIBIT "A"

RECEIVED
MAR 10 1986

REAL ESTATE DIVISION

VOL 48 | PAGE 0553

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

RE: Parcel No. 10714

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

Deed Vol. 4530 Page 1427

Easement

Title Guaranty Policy

Other: Partial Release of Lien, Vol. 4530 Page 1431

RUBEN V. VASQUEZ AND MARGARITA H. VASQUEZ

The above parcel was obtained for PACIFIC DRAINAGE PROJECT # 66A, PHASE II, (PLEASANTON).

Ordinance No.: 68316, Dated: 11/17/88

REAL ESTATE DIVISION

BY: JOHNNY SALDANA

FILED _____ (date) in DATE: October 30, 1998

The office of the City Clerk

Korma S. Rodriguez
CITY CLERK

/gl 11/21/88

Project: Pacific Drainage Project #66A,
Phase II, Pleasanton

WHEN RECORDED RETURN TO:
Real Estate Division
City of San Antonio
P.O. Box 839966
San Antonio, TX 78283-3966

Parcel: 10714

WARRANTY DEED
* * * * *

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

THAT, RUBEN V. VASQUEZ and wife, MARGARITA H. VASQUEZ, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of TWO THOUSAND FIVE HUNDRED FIFTY AND NO/100 (\$2,550.00), DOLLARS to them in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as "GRANTEE", a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A 0.0541 of an acre tract being out of the south 119 feet of Lot 25, New City Block 7899, in the City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 193, Deed and Plat Records of Bexar County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

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 GRANITORS do hereby bind themselves, their heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 23rd day of March, A.D., 1989.


RUBEN V. VASQUEZ


MARGARITA H. VASQUEZ, also known as
Margarita M. Vasquez

STATE OF TEXAS }

COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 23rd day of March, 1989 by RUBEN V. VASQUEZ and wife, MARGARITA H. VASQUEZ.



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

John Carl Stromberger
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3-31-89

METES AND BOUNDS DESCRIPTION

0.0541 ACRE TRACT

PARCEL: 10714

OWNERS: RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ

A 0.0541 of an acre tract being out of the south 119 feet of Lot 25, New City Block 7899, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 193, Deed and Plat Records, Bexar County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a point on the east Right-of-Way line of Weinberg, said point being the northeast corner of the intersection of Weinberg and a 20 foot alley and the southwest corner of said south 119 feet of Lot 25 for the southwest corner of herein described tract;

THENCE north, 119.0 feet along said east Right-of-Way line of Weinberg to a point for the northwest corner of this tract;

THENCE east, 5.0 feet along the north line of said 119 feet of Lot 25 to a point for a corner;

THENCE south 104 feet along a line parallel to and 5 feet east of the east line of Weinberg to a point for a corner;

THENCE S 45° 00' 00" E, 7.07 feet to a point for a corner;

THENCE east, 170.0 feet along a line parallel to and 10 feet north of the north line of said 20 foot alley to a point for a corner;

THENCE south, 10.0 feet along the east line of said south 119 feet of Lot 25 to a point on the north Right-of-way line of said 20 foot alley for the southeast corner of this tract;

THENCE west, 180.0 feet along said north Right-of-Way line of said 20 foot alley to the point of beginning and containing 0.0541 (2357.5 square feet) of an acre of land more or less.

E X H I B I T "A"

VOL 4 530 PAGE 1429

203164 \$7.00

1728685

/g1 09/01/88

Project: Pacific Drainage Project 66A,
Phase II, Pleasanton

Return to:

Parcel: 10714

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 ELEVEN THOUSAND FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$11,550.00) dated September 12, 1975, executed by RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ, payable to the order of HERMAN C. GEORGE and wife, RUTH L. GEORGE, recorded in Volume 7671, Page 837 of the Real Property Records of Bexar County, Texas; said note being secured by said Deed of Trust of even date herewith to NORTH O. WEST, Trustee, recorded in Volume 7696, Page 584, Deed of Trust Records of Bexar County, Texas; among other property, against the following described property, to-wit:

A 0.0541 of an acre tract being out of the South 119 feet of Lot 25, New City Block 7899, in the City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 193, Deed and Plat Records of Bexar County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof,

for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) paid to the undersigned by RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ, the receipt of which is hereby acknowledged, do hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ, 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 24th day of October, A.D., 1988.


HERMAN C. GEORGE


RUTH L. GEORGE

VOL 4 530 PAGE 1431

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 24th day of October, 1988 by HERMAN C. GEORGE and wife, RUTH L. GEORGE.

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



Mildred Dawson
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES 113088

MILDRED DAWSON
NOTARY PUBLIC,
STATE OF TEXAS
EXP. 11-30-88

METES AND BOUNDS DESCRIPTION

0.0541 ACRE TRACT

PARCEL: 10714

OWNERS: RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ

A 0.0541 of an acre tract being out of the south 119 feet of Lot 25, New City Block 7899, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 193, Deed and Plat Records, Bexar County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a point on the east Right-of-Way line of Weinberg, said point being the northeast corner of the intersection of Weinberg and a 20 foot alley and the southwest corner of said south 119 feet of Lot 25 for the southwest corner of herein described tract;

THENCE north, 119.0 feet along said east Right-of-Way line of Weinberg to a point for the northwest corner of this tract;

THENCE east, 5.0 feet along the north line of said 119 feet of Lot 25 to a point for a corner;

THENCE south 104 feet along a line parallel to and 5 feet east of the east line of Weinberg to a point for a corner;

THENCE S 45° 00' 00" E, 7.07 feet to a point for a corner;

THENCE east, 170.0 feet along a line parallel to and 10 feet north of the north line of said 20 foot alley to a point for a corner;

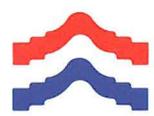
THENCE south, 10.0 feet along the east line of said south 119 feet of Lot 25 to a point on the north Right-of-Way line of said 20 foot alley for the southeast corner of this tract;

THENCE west, 180.0 feet along said north Right-of-Way line of said 20 foot alley to the point of beginning and containing 0.0541 (2357.5 square feet) of an acre of land more or less.

E X H I B I T "A"

10714

No 215914



Alamo Title Insurance of Texas

OWNER POLICY OF TITLE INSURANCE

ALAMO TITLE INSURANCE 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 encumbrances existing prior to or at the date hereof and not excluded either by the exceptions or by the Conditions and Stipulations hereof, such liability not to exceed the amount of this policy.

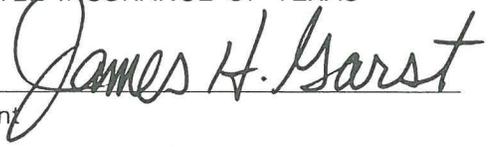
IN WITNESS HEREOF, the ALAMO TITLE INSURANCE OF TEXAS has caused this policy to be executed by its President under the seal of the Company, but this policy is to be valid only when it bears an authorized countersignature, as of the date set forth in Schedule A.

Attest:


Secretary



ALAMO TITLE INSURANCE OF TEXAS

By 
President

(See Conditions and Stipulations following Schedules A and B)

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto Blvd., Austin, TX, 78786. THIS NOTICE OF COMPLAINT PROCEDURE IS FOR INFORMATION ONLY AND DOES NOT BECOME A PART OR CONDITION OF THIS POLICY.

Issued By: ALAMO TITLE COMPANY
6 N.W. Loop 410, Suite 400
San Antonio, Texas 78216
Phone: 512/340-0456

5. Rights of parties in possession.

Countersigned at

SAN ANTONIO, TEXAS

ALAMO TITLE COMPANY



Authorized Countersignature
John Carl Stromberger
Assistant Vice President

JCS:t1b
3/29/89



Alamo Title Insurance
of Texas

METES AND BOUNDS DESCRIPTION

0.0541 ACRE TRACT

PARCEL: 10714

OWNERS: RUBEN V. VASQUEZ and wife, MARGARITA M. VASQUEZ

A 0.0541 of an acre tract being out of the south 119 feet of Lot 25, New City Block 7899, City of San Antonio, Bexar County, Texas, as recorded in Volume 105, Page 193, Deed and Plat Records, Bexar County, Texas and being more fully described by metes and bounds as follows:

BEGINNING at a point on the east Right-of-Way line of Weinberg, said point being the northeast corner of the intersection of Weinberg and a 20 foot alley and the southwest corner of said south 119 feet of Lot 25 for the southwest corner of herein described tract;

THENCE north, 119.0 feet along said east Right-of-Way line of Weinberg to a point for the northwest corner of this tract;

THENCE east, 5.0 feet along the north line of said 119 feet of Lot 25 to a point for a corner;

THENCE south 104 feet along a line parallel to and 5 feet east of the east line of Weinberg to a point for a corner;

THENCE S 45° 00' 00" E, 7.07 feet to a point for a corner;

THENCE east, 170.0 feet along a line parallel to and 10 feet north of the north line of said 20 foot alley to a point for a corner;

THENCE south, 10.0 feet along the east line of said south 119 feet of Lot 25 to a point on the north Right-of-Way line of said 20 foot alley for the southeast corner of this tract;

THENCE west, 180.0 feet along said north Right-of-Way line of said 20 foot alley to the point of beginning and containing 0.0541 (2357.5 square feet) of an acre of land more or less.

E X H I B I T "A"

CONDITIONS AND STIPULATIONS

1. Definitions

The following terms when used in this policy mean:

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

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY

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

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

3. Defense and Prosecution of Actions

- (a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.
- (b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.
- (c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions:
 - (1) Institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured;
 - (2) Indemnify the Insured as provided in this policy;
 - (3) Upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgage policy, the amount of the loan;
 - (4) Indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect;
 - (5) Secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or
 - (6) Undertake a combination of 1. through 5. herein.
- (d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.
- (e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.
- (f) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. Payment of Loss

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

5. Policy Entire Contract

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at 613 N. W. Loop 410, Suite 100, San Antonio, Texas 78216.

6. This policy is not transferable.

TO: CITY CLERK
FROM: REAL ESTATE DIVISION

RECEIVED
CITY OF SAN ANTONIO
CITY CLERK

RE: Parcel No. 10724

98 NOV -2 AM 7:53

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

Deed VOL. 4481 PAGE 0573

Easement

Title Guaranty Policy

Other: _____

ELLA MAE DIETRICH & EDNA G. SHERLOCK

The above parcel was obtained for PACIFIC DRAINAGE PROJECT # 66A, PHASE II, PLEASANTON.

Ordinance No.: 68316, Dated: 11/17/88

REAL ESTATE DIVISION

BY: JOHNNY SALDANA

FILED _____ (date) in DATE: October 30, 1998

The office of the City Clerk

Korma S. Rodriguez
CITY CLERK

165914

/gl 11/21/88

Project: Pacific Drainage Project #66A,
Phase II, Pleasanton

Return to:

Parcel: 10724

Real Estate Division
City of San Antonio
P. O. Box 88966
San Antonio, Tx. 78283-3966

WARRANTY DEED
* * * * *

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

THAT, ELLA MAE DIETRICH, owning, occupying and claiming other property as her homestead and EDNA G. SHERLOCK, owning, occupying and claiming other property as her homestead, hereinafter referred to as "GRANTORS", of the County of Bexar, State of Texas, for and in consideration of the sum of SEVEN HUNDRED FIFTY AND NO/100 (\$750.00), DOLLARS to them in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as "GRANTEE", a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

A 0.0202 of an acre tract being out of the East 88 feet of the West 176 feet of the South 177.25 feet of the North 200.67 feet of Lot C, New City Block 7898, San Antonio, Texas, also being arbitrary Lot B-6 and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANTOR do hereby bind themselves, their heirs, executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 13 day of December, A.D., 1988.

01-06-89 0347276 0283172

\$7.00 Y 01 07092

Ella Mae Dietrich
ELLA MAE DIETRICH, owning, occupying and claiming other property as her homestead

Edna G. Sherlock
EDNA G. SHERLOCK, owning, occupying and claiming other property as her homestead

VOL 4 8 | PAGE 0 5 7 3

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of December, 1988 by ELLA MAE DIETRICH, owning, occupying and claiming other property as her homestead.



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

Marta San Miguel
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-15-89

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of December, 1988 by EDNA G. SHERLOCK, owning, occupying and claiming other property as her homestead.



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

Marta San Miguel
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-15-89

METES AND BOUNDS DESCRIPTION

0.0202 ACRE TRACT

PARCEL: 10724

OWNER: DIETRICH, Ella Mae &
SHERLOCK, Edna G.

A 0.0202 of an acre tract being out of the East 88 feet of the West 176 feet of the South 177.25 feet of the North 200.67 feet of Lot C, N.C.B. 7898, San Antonio, Texas, also being arbitrary Lot B-6 and being more fully described by metes and bounds as follows:

Beginning at a point on the West Right-of-Way line of Anna Maria, said point being the southwest corner of the intersection of Anna Maria and a 20 foot Alley and the northeast corner of said Lot B-6, for the northeast corner of herein described tract;

Thence South 10.0 feet along the west Right-of-Way line of Anna Maria to a point for the southeast corner of this tract;

Thence West 88.0 feet along a line to a point for the southwest corner of this tract;

Thence North 10.0 feet along the west line of said Lot B-6 to a point for the northwest corner of this tract;

Thence East 88.0 feet along the south Right-of-Way line of a 20 foot Alley to the point of beginning and containing 0.0202 (880.0 sw. ft.) of an acre of land more or less.



Donald L. White, P.E., R.P.S.
November 7, 1985
File No. 3149-4

EXHIBIT A

VOL 481 PAGE 0575