

of

*Clark*

AN ORDINANCE ~~30234~~

APPROPRIATING THE SUM OF \$69,216.00 OUT OF CERTAIN FUNDS FOR ACQUISITION OF RIGHT OF WAY FOR U. S. HIGHWAY 90 WEST EXPRESSWAY PROJECT, MILITARY DRIVE SOUTH (LOOP 13), SECTION A, AND STORM DRAINAGE PROJECT #43, AND STORM DRAINAGE #58 PROJECT.

\* \* \* \* \*

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

1. The sum of \$30,619.00 is hereby appropriated out of Highway 90 West Expressway Bond Fund #479-16 for acquisition of right of way as follows:

a. \$2,635.00 payable to Stewart Title Company as escrow agent for Lawrence R. Johnson, Joyce F. Johnson, Lawrence R. Johnson, Jr., and Martha H. Johnson for title to Lot 11, Block 38, NCB 3697, being Parcel 89-4389.

b. \$9,659.00 payable to Stewart Title Company as escrow agent for Joe Nieves Harold and Alice S. Harold for title to Lot 18, Block 4, NCB 10478, being Parcel 128-4428.

c. \$8,672.00 payable to Stewart Title Company as escrow agent for Ismael G. Velez and Eloisa R. Velez for title to Lots 27 and 28, Block 8, NCB 3491, being Parcel 229-4529.

d. \$9,250.00 payable to Stewart Title Company as escrow agent for Raymond N. Rodriguez as Attorney in Fact for Robert Navarro Rodriguez for title to Lot 21, Block 4, NCB 10478, being Parcel 131-4431.

e. \$400.00 payable to Stewart Title Company as escrow agent for Joe Hernandez Granada and Juanita A. Granada for title to a part of Lot 19, Block 6, NCB 6317, being Parcel 198-4498.

Copies of the Sales Agreements on the aforementioned parcels are filed herewith and incorporated herein by reference for all purposes. Title to same will be in the State of Texas pursuant to the Participation Agreement on this project between the City and the Texas Highway Department.

2. The sum of \$3,500.00 payable to Guaranty Abstract and Title Company as escrow agent for C. A. Easley and Eva Mozell Easley for title to the South 10.00 feet of Lot 1, Block 4, NCB 8780 is hereby appropriated out of Street Right-of-Way Purchase Bonds, 1957, #479-12, for Military Drive South (Loop 13) Section A Project, Parcel 4209. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

3. The sum of \$30,700.00 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13 for Storm Drainage #43 Project as follows:

a. \$3,200.00 payable to Guardian Abstract and Title Company as escrow agent for Manuel S. Faz and Estella Faz for title to Lots 28 and 29, Block 8, NCB 3230, being Parcels 5262 & 5263.

b. \$565.00 payable to Guardian Abstract and Title Company as escrow agent for Frank L. Mayen and Lora Mayen for title to a portion of Lot 3, Block 12, NCB 2842, being Parcels 5241 & 5283.

c. \$1,170.00 payable to Guardian Abstract and Title Company as escrow agent for Frank L. Mayen and Lora Mayen for easements across a portion of Lots 30 and 31, Block 6, NCB 3458, being Parcels 5237 and 5238.

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d. \$2,350.00 payable to Guardian Abstract and Title Company as escrow agent for Joe Leal and Aurora Leal for easements across a portion of land out of Lot 66, Block 16, NCB 3459, being Parcel 5280.

e. \$575.00 payable to Guardian Abstract and Title Company as escrow agent for J. P. Stiewig and Josephine Sticwig for easements across a portion of land out of Lot 60, Block 16, NCB 3459, being Parcel 5205.

f. \$1,250.00 payable to Guardian Abstract and Title Company as escrow agent for Ed Stautzenberger and wife, Emma Stautzenberger, joined by Travis Savings and Loan Association for easements across a portion of land out of Lots 62 and 63, Block 16, NCB 3459, being Parcels 5202 and 5203.

g. \$100.00 payable to Guardian Abstract and Title Company as escrow agent for Carson Warren and wife Lois Warren for easement across a portion of Lots 21 and 22, Block 21, NCB 3924, being Parcels 5169 and 5170.

h. \$1,350.00 payable to Guardian Abstract and Title Company as escrow agent for Augustin Montemayor and Refugia C. Montemayor for easement across a portion of Lot 70, Block 17, NCB 3460, being Parcel 5196.

i. \$625.00 payable to Guardian Abstract and Title Company as escrow agent for J. P. Schwarz and Alma Schwarz for easements across a portion of Lot 57, Block 16, NCB 3459, being Parcel 5200.

j. \$580.00 payable to Guardian Abstract and Title Company as escrow agent for Herbert R. Fuentes and wife Alice B. Fuentes for easement across a portion of Lot 58, Block 16, NCB 3459, being Parcel 5207.

k. \$500.00 payable to Guardian Abstract and Title Company as escrow agent for Jesse C. Lozano and Louise Lozano for easement across a portion of Lots 9 and 10, Block 24, NCB 3927, being Parcels 5214 and 5215.

l. \$3,325.00 payable to Guardian Abstract and Title Company as escrow agent for Louisa A. Ramos, a feme sole and Julian A. Ramos, a single man, for easement across a portion of Lots 36 and 37, Block 3, NCB 3457, being Parcels 5222 and 5230.

m. \$50.00 payable to Guardian Abstract and Title Company as escrow agent for Henry M. McCall for easement across a portion of Lot 9, Block 12, NCB 2842, being Parcel 5242.

n. \$125.00 payable to Guardian Abstract and Title Company as escrow agent for Minnie Isabella Tabor, a widow for easement across a portion of Lot 10, Block 12, NCB 2842, being Parcel 5240.

o. \$750.00 payable to Guardian Abstract and Title Company as escrow agent for Henry Herrera and Elvira Herrera for easement across a portion of Lot 11, Block 12, NCB 2842, being Parcel 5250.

p. \$1,400.00 payable to Guardian Abstract and Title Company as escrow agent for W. E. Mahan, a single man, for easements across a portion of Lot A-12, Block 12, NCB 2842, being Parcel 5251.

q. \$11,600.00 payable to Guardian Abstract and Title Company as escrow agent for Joe Vera and Juanita Herrera Vera for title to the East 165 feet of Lot 12, Block 12, NCB 2842, being Parcels 5252 and 5285.

r. \$1,125.00 payable to Guardian Abstract and Title Company as escrow agent for Maggie E. Rodriguez, a widow for easement across a portion of Lots 23 and 24, Block 8, NCB 3230, being Parcels 5260 and 5261.

A copy of each of the aforementioned instruments is filed herewith and incorporated herein by reference.

4. The sum of \$3,400.00 payable to <sup>Guaranty</sup>~~Guardian~~ Abstract and Title Company as escrow agent for Juan Olmo and wife, Eliza Olmo for title to Lots 26 and 27, Block 1, NCB 8264 is hereby appropriated out of Storm Sewer and Drainage Bonds, 1957, #479-13, for Storm Drainage #58 Project, Parcels 5334 and 5385. A copy of the Sales Agreement is filed herewith and incorporated herein by reference for all purposes.

5. PASSED AND APPROVED this 23rd day of May, 1962.



M A Y O R

ATTEST:

  
City Clerk

APPROVED AS TO FORM:



City Attorney

APPROVED AS TO FUNDS:



for Director of Finance

MAY 23 1962

AN ORDINANCE **30354**

APPROPRIATING THE SUM OF \$68,219.00  
OUT OF CERTAIN FUNDS FOR  
ACQUISITION OF RIGHT OF WAY FOR  
U. S. HIGHWAY 90 WEST EXPRESSWAY  
PROJECT; MILITARY DRIVE SOUTH  
(LOOP 13), SECTION A, AND STORM  
DRAINAGE PROJECT #43 AND STORM  
DRAINAGE #58 PROJECT.

PASSED AND APPROVED	
Council Meeting	MAY 23 1962 19
City Clerk	
RECORDED	
Minute Book	G G Page 304
Ordinance Book	mm Page 45

1/5/62  
/mig

/le 3-20-62

Parcel(s): 89-4380

Project: U.S. 90 West

Title Co.: Stewart

PURCHASE CONTRACT  
For Participation Projects

STATE OF TEXAS    )  
                          )  
COUNTY OF BEXAR    )

This contract, made and entered into on this the 30th day of March, 1962, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

**Lot 11, Block 38, New City Block 3887, EDGEWOOD,  
in the City of San Antonio, Bexar County, Texas.**

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

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Owner is retaining the title to the following described improvements located on the above described property, to-wit:

**None**

AND SUBJECT, HOWEVER, to the limitation that in the event Owner fails or refuses for any reason to remove such above described improvements by \_\_\_\_\_, subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.

Total purchase price of **\$2,635.00** is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes.

This land is being acquired for the purpose of constructing a freeway by the Texas Highway Department. The right-of-way of said highway is to be obtained by the City in the name of the State of Texas.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

**STEWART ABSTRACT AND TITLE** Company shall act as escrow agent for the Owner, who upon demand by the City agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the State of Texas not later than **30** days after date of delivery of such deed.

The agreed purchase price is payable \$ **2,635.00** at the time of the delivery of such deed and \$ \_\_\_\_\_ at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ \_\_\_\_\_ as liquidated damages and proceed to obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, he does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damage to the above premises by fire or other casualty shall be at the risk of the Owner 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.

A policy of Title insurance will be obtained in the name of the State of Texas at its expense. Owner will pay for any necessary U. S. Documentary Stamps if such stamps are required.

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

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

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

EXECUTED this the **30th.** day of **March**, A. D. 19 **63**.

<u>OWNER</u>	<u>ADDRESS</u>	<u>PHONE NO.</u>
<u>/s/ Lawrence R. Johnson</u> <del>LAWRENCE R. JOHNSON</del>	<u>1435 Greer Ave.</u>	<u>LE 2-7894</u>
<u>/s/ Joyce F. Johnson</u> <del>JOYCE F. JOHNSON</del>		
<u>/s/ Lawrence R. Johnson, Jr.</u> <del>LAWRENCE R. JOHNSON, JR.</del>	<u>318 Lively Blvd.</u>	<u>DI 2-5697</u>
<u>/s/ Martha H. Johnson</u> <del>MARTHA H. JOHNSON</del>		

WITNESS:

/s/ Park T. Bennett

Accepted:

CITY OF SAN ANTONIO

By: \_\_\_\_\_

1/5/62  
/mig  
/lh 1-31-62

Parcel(s): 128-4420  
Project: U.S. 90 West  
Title Co.: Stewart

PURCHASE CONTRACT  
For Participation Projects

STATE OF TEXAS    )  
                          )  
COUNTY OF BEXAR    )

This contract, made and entered into on this the 7th. day of  
May, 1962, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

**Lot 18, Block 4, New City Block 10478, in the City of  
San Antonio, Bexar County, Texas, according to a map or  
plat thereof recorded in Volume 3025 of Page 223 of the  
Deed and Plat Records of Bexar County, Texas.**

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

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Owner is retaining the title to the following described improvements located on the above described property, to-wit:

C - Fence C.L. \$41.00

AND SUBJECT, HOWEVER, to the limitation that in the event Owner fails or refuses for any reason to remove such above described improvements by 90 days after delivery of deed, subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.

Total purchase price of 9,659.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes,

This land is being acquired for the purpose of constructing a freeway by the Texas Highway Department. The right-of-way of said highway is to be obtained by the City in the name of the State of Texas.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

**Stewart Abstract and Title** Company shall act as escrow agent for the Owner, who upon demand by the City agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the State of Texas not later than 90 days after date of delivery of such deed.

The agreed purchase price is payable \$ 8,759.00 at the time of the delivery of such deed and \$ 900.00 at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ 900.00 as liquidated damages and proceed to obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, he does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damage to the above premises by fire or other casualty shall be at the risk of the Owner 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.

A policy of Title insurance will be obtained in the name of the State of Texas at its expense. Owner will pay for any necessary U. S. Documentary Stamps if such stamps are required.

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

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

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

EXECUTED this the 7th. day of May, A. D. 1968.

OWNER

ADDRESS

PHONE NO.

/s/ Joe Nieves Harold /

242 Fawnce Drive

~~JOE NIEVES HAROLD~~

/s/ Alice S. Harold /

~~ALICE S. HAROLD~~

WITNESS:

/s/ Park T. Bennett

Accepted:

CITY OF SAN ANTONIO

By: \_\_\_\_\_



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

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Owner is retaining the title to the following described improvements located on the above described property, to-wit:

(a) House--Frame-Cons. posts	\$1,298.00
(b) Garage--Frame-slab	130.00
(c) Fence--chain link	47.00
	<u>\$1,475.00</u>

AND SUBJECT, HOWEVER, to the limitation that in the event Owner fails or refuses for any reason to remove such above described improvements by 90 days after delivery of the deed, subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.

Total purchase price of \$1,475.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes.

This land is being acquired for the purpose of constructing a freeway by the Texas Highway Department, The Right-of-Way of said highway is to be obtained by the City in the name of the State of Texas.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

**STEWART TITLE**

STEWART TITLE Company shall act as escrow agent for the Owner, who upon demand by the City agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the State of Texas not later than 90 days after date of delivery of such deed.

The agreed purchase price is payable \$ 7,825.00 at the time of the delivery of such deed and \$ 230.00 at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ 230.00 as liquidated damages and proceed to obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, he does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damage to the above premises by fire or other casualty shall be at the risk of the Owner 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.

A policy of Title insurance will be obtained in the name of the State of Texas at its expense. Owner will pay for any necessary U. S. Documentary Stamps if such stamps are required.

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

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

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

EXECUTED this the **26** day of **April**, A. D. 19**62**.

OWNER

ADDRESS

PHONE NO.

/s/ Ismael G. Velez /

**ISMAEL G. VELEZ**

554 Harrison

CA 7-6833

/s/ Eloisa R. Velez /

**ELOISA R. VELEZ**

WITNESS:

/s/ John P. Hall

ACCEPTED:

CITY OF SAN ANTONIO

By: \_\_\_\_\_

1/5/62  
/mig  
/lh 1-31-62

Parcel(s): 131-4431

Project: U.S. 90 West

Title Co.: Stewart

PURCHASE CONTRACT  
For Participation Projects

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

This contract, made and entered into on this the 1st. day of  
May, 1962, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

**Lot 21, Block 4, New City Block 10478, Marina Village in  
the City of San Antonio, Bexar County, Texas, according  
to a map or plat thereof recorded in Volume 3025 at Page  
223 of the Deed and Plat Records of Bexar County, Texas.**





1/5/62  
3/22/82

Parcel(s): 198-4498

Project: U. S. 90 West

Title Co.: Stewart

PURCHASE CONTRACT  
For Participation Projects

STATE OF TEXAS    )  
                          )  
COUNTY OF BEXAR    )

This contract, made and entered into on this the 10th. day of  
May, 19 62, WITNESSETH:

In consideration of the mutual covenants herein expressed and contained, the undersigned, herein called Owner, whether one or more owners, does hereby agree to GRANT, SELL and CONVEY, for the consideration and upon the terms herein stated, and the City of San Antonio hereinafter called City, does hereby agree to purchase for the consideration and upon the terms herein stated, the following described property, situated in Bexar County, Texas, to-wit:

**0.0081 of an acre of land, more or less, same being out of and a part of Lot 19, Block 6, New City Block 6317, Kerr & Maurichsen Subdivision, in the City of San Antonio, Bexar County, Texas, according to a map or plat thereof recorded in Volume 642, at Page 48 of the Deed and Plat Records of Bexar County, Texas, which Lot 19 was conveyed to Joe Hernandez Granada and wife, Juanita A. Granada, by deed dated July 13, 1954 of record in Volume 3531 at Page 264 of the Deed records of Bexar County, Texas, which 0.0081 of an acre of land, more or less, is more particularly described by metes and bounds as follows:**

**BEGINNING** at the point of intersection of the southwest right of way line of the proposed location of U. S. Highway 90 with the division line between Lots 18 and 19, Block 6, New City Block 6317 in the City of San Antonio, said point being North 06° 30' 00" East, 103.83 feet along said lot division line from the southeast corner of Lot 19 on the north line of Darby Boulevard;

**THENCE, NORTH 66° 34' 13" West, a distance of 52.17 feet along said proposed southwest right of way line of U. S. Highway 90 to the northwest corner of said Lot 19;**

**THENCE, SOUTH 82° 40' 00" East, a distance of 30.00 feet along the north line of Lot 19 to the northeast corner of said Lot;**

**THENCE, SOUTH 06° 30' 00" West, a distance of 14.17 feet along the division line between Lots 18 and 19 to the point of BEGINNING.**

And for the same consideration described above and upon the same conditions, the Grantor(s) have this day granted and conveyed, and by these presents do grant and convey unto the State of Texas any and all better's rights and rights of direct access from the remaining property out of which the above described premises was originally a portion. The use of and access to facilities constructed on said freeway from said remaining premises shall be the same as that enjoyed by the general public. It being expressly understood that nothing contained herein shall be a limitation of any type on the fee-simple title conveyed by this instrument.

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

SAVE AND EXCEPT, HOWEVER, it is expressly understood and agreed that Owner is retaining the title to the following described improvements located on the above described property, to-wit:

None

AND SUBJECT, HOWEVER, to the limitation that in the event Owner fails or refuses for any reason to remove such above described improvements by \_\_\_\_\_, subject, however, to such extensions of time as may be granted by the State in writing, the title to all or any part of such improvements not so removed, shall pass without further consideration to and rest in the State of Texas forever.

Total purchase price of \$400.00 is to be paid by the City for full title to such property, save and except the oil, gas and sulphur, free of all liens, assessments and encumbrances, including current taxes.

This land is being acquired for the purpose of constructing a freeway by the Texas Highway Department. The right-of-way of said highway is to be obtained by the City in the name of the State of Texas.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

Stewart Title Company shall act as escrow agent for the Owner, who upon demand by the City agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the hereinabove described premises to the State of Texas not later than 30 days days after date of delivery of such deed.

The agreed purchase price is payable \$ 400.00 at the time of the delivery of such deed and \$ ----- at the time possession of the above described premises is delivered to the City. Time is of the essence of this contract, and in the event possession is not delivered to the City within the time specified, the Owner agrees that the City may retain \$ ----- as liquidated damages and proceed to obtain possession by whatever legal means the City deems desirable. It is further agreed should the owner retain possession after execution of such deed, he does so as a tenant at will of the City and/or of the State of Texas.

Until title has been conveyed and possession delivered, loss or damage to the above premises by fire or other casualty shall be at the risk of the Owner 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.

A policy of Title insurance will be obtained in the name of the State of Texas at its expense. Owner will pay for any necessary U. S. Documentary Stamps if such stamps are required.



WSC/lh 6-22-61

/le 5-9-62

Parcel: 4209

Project: Military Dr. #

(Loop 13) Sec. A

Title Co.: Guaranty

SALES AGREEMENT

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

That ~~we~~, C. A. HASLEY and wife, EVA MOZELL HASLEY

as seller, for and in consideration of the agreed purchase price of (\$ 3,500.00 ) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

The South 10.00 feet of existing Lot 1, Block 4, New City Block 5720 in the City of San Antonio, containing an area of 0.0280 of one acre of land, more or less, being a 10.00 foot strip of land adjoining the present north line of Loop 13 Highway, and also being the north 10.00 feet of the south 40.00 feet of the original Lot 1, Block 4, as shown on Plat of Somerset Place, Third Filing, of record in Volume 642, Page 27, Plat Records of Bexar County, Texas,

(Sellers agree to move sign and fence from this parcel.)

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

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

**GUARANTY ABSTRACT AND TITLE**

\_\_\_\_\_ Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 60 days after the date of the delivery of such deed.

The agreed purchase price is payable \$ 3,380.00, at the time of the delivery of such deed and \$ 150.00, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such deed,

the seller agrees that the buyer may retain such amount of \$ 150.00 as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

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

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes ~~of the City of San Antonio~~ are to be prorated as of the date of the delivery of the deed.

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

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

EXECUTED this the 9th. day of May, A. D. 1962.

/s/ C. A. Easley  
**C. A. EASLEY**

/s/ Eva Mozell Beasley  
**EVA MOZELL EASLEY**

WITNESS:

/s/ John P. Hall

**3405 S.W. Military Drive**

**WA 3-9102**

ACCEPTED:

CITY OF SAN ANTONIO  
By:

**CHIEF, LAND DIVISION**

WSC/lh 6-22-61  
sha 3-27-62

Parcel: 5262 &  
5263  
Project: Storm  
Drainage #43  
Title Co.: Guardian

SALES AGREEMENT

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

That ~~I~~we, **MANUEL S. PAZ and wife, ESTELA PAZ**

as seller, for and in consideration of the agreed purchase price of ~~THREE THOUSAND TWO HUNDRED DOLLARS & NO/100~~  
(\$ 3,200.00) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Parcel 5262:

All of Lot ~~28~~<sup>29</sup>, Block 8, New City Block 3230, HILLCREST ADDITION situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 150, Deed and Plat Records of Bexar County, Texas.

Parcel 5263:

All of Lot 29, Block 8, New City Block 3230, HILLCREST ADDITION, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 105, Page 150, Deed and Plat Records of Bexar County, Texas.

together with all improvements and other things incident or belonging thereto, including all of my/ ~~Sellers~~ ~~agree to~~ ~~furnish~~ ~~partial~~ ~~release~~ ~~of~~ ~~liens~~ ~~or~~ adjoining streets or alleys.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

**GUARDIAN ABSTRACT & TITLE**

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

The agreed purchase price is ~~is~~ ~~payable~~ \$ 3,200.00, at the time of the delivery of such deed and \$ \_\_\_\_\_, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within \_\_\_ days of the date of the delivery of such deed,

NPC:mig 1/24/61  
WBC:paha 4/6/62

PARCEL NO.: 5237 - 5238

PROJECT: Storm Drainage #43

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                          )  
COUNTY OF BEXAR )

That we, **FRANK L. MAYNE and wife, LORA MAYNE**

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

**ONE HUNDRED SEVENTY AND NO/100 (\$1,170.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

to-wit: **Parcel: 5237 A Tract of Land out of Lot 31, Block 6, N.C.B. 3458, HILLCREST ADDITION, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the west line of Lot 31, Block 6, N.C.B. 3458, said point being 97.55 feet south of the south line of Theo Avenue.

**THENCE**; with an interior angle of 61° 14' 06" from south to east, a distance of 16.26 feet to an angle point.

**THENCE**; with a deflection angle of 5° 45' 39" to the left, a distance of 38.83 feet to a point on the east line of Lot 31.

**THENCE**; in a southerly direction along the east line of said Lot 31, a distance of 42.46 feet to a point on the north line of Malone Street, said point being the southeast corner of said Lot 31.

**THENCE**; in a westerly direction along the north line of Malone Street, a distance of 50.00 feet to a point, said point being the southwest corner of said Lot 31.

**THENCE**; in a northerly direction along the west line of Lot 31, a distance of 65.45 feet to the point of beginning.

**Parcel: 5238 A Tract of Land <sup>across a portion</sup> out of Lot 30, Block 6, N.C.B. 3458, HILLCREST ADDITION, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the west line of Lot 30, Blk. 6, N.C.B. 3458, said point being 120.54 feet south of the south line of Theo Avenue. **THENCE**; with an interior angle of 66° 59' 45" from south to east, a distance of 54.32 feet to a point on the east line of said Lot 30.

**THENCE**; in a southerly direction along the east line of said Lot 30, a distance of 21.23 feet to a point on the north side of Malone Street, said point being the southeast corner of said Lot 30.

**THENCE**; in a westerly direction along the north line of Malone Street, a distance of 50.00 feet to a point, said point being the southwest corner of Lot 30.

**THENCE**; in a northerly direction along the west line of said Lot 30, a distance of 42.46 feet to the point of beginning.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

**Sellers agree to move garage.**

**Sellers agree to grant a temporary construction and fill area easement 40 foot strip of land north of and adjacent to the above described tract of land in parcel 5238 only.**

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

GUARDIAN ABSTRACT & TITLE

Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such instruments 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 <sup>120</sup>~~60~~ days after the date of the delivery of such instruments.

The agreed purchase price is payable \$ **970.00** , at the time of the delivery of such instruments and \$ **200.00**, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within ~~60~~ 120 days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$ **200.00** as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the 7th. day of May , A. D., 19 62.

/s/ Frank L. Mayen /  
~~FRANK L. MAYEN~~

WITNESS:

/s/ Lora Mayen /  
~~LORA MAYEN~~

/s/ S. Loughlin

ACCEPTED:

CITY OF SAN ANTONIO

By: ~~Chief, Land Division~~

NPC:mig 1/24/61

WBO:mha 4/5/62

PARCEL NO.: 5280

PROJECT: Storm Drainage #4

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That we, **JOE LVAL and wife, AURORA LVAL**

as seller, for and in consideration of the agreed purchase price of **TWO THOUSAND THREE HUNDRED FIFTY & NO/100 (\$2,350.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

to-wit:

**A Tract of Land out of Lot 66, Block 16, N. C. B. 3459, HILLCREST ADDITION, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the west line of Lot 66, Block 16, N.C.B. 3459, said point being 101.62 feet north of the north line of Theo Avenue,

**THENCE;** in an easterly direction along a line parallel to the north line of Theo Avenue, a distance of 50.00 feet to a point on the east line of said Lot 66, N.C.B. 3459,

**THENCE;** in a northerly direction along the east line of said Lot 66, to a point being 50.00 feet south of the south line of Block 23, N.C.B. 3926, San Fernando Addition,

**THENCE;** in a westerly direction, along a line 50.00 feet south and parallel to the south line of Block 23, N. C. B. 3926, San Fernando Addition, a distance of 50.00 feet to a point on the west line of said Lot 66,

**THENCE;** in a southerly direction, along the west line of said Lot 66, to the point of beginning.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

**Sellers agree to move Garage, Barbecue Pit, fence, clothes poles and light poles.**

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

**GUARDIAN ABSTRACT & TITLE**

Company shall act as escrow agent and

the seller upon demand by the buyer agrees to deliver such instruments 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 60 days after the date of the delivery of such instruments.

The agreed purchase price is payable \$ **2,100.00** , at the time of the delivery of such instruments and \$ **250.00** , at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$ **250.00** as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the 30th. day of April , A. D., 19 **62**.

/s/ Joe Leal  
**JOE LEAL**

WITNESS:

/s/ Aurora Leal  
**AURORA LEAL**

/s/ John P. Hall

ACCEPTED:

CITY OF SAN ANTONIO

By:

Chief, Land Division

NPC/1h  
2-22-60

MSC:mba  
4-3-62

Parcel No. 5205

Project No. Storm  
Drainage #13

E A S E M E N T  
(Permanent & Temporary)

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

KNOW ALL MEN BY THESE PRESENTS:

THAT, we, **J. B. STEWIG and wife, JOSEPHINE STEWIG**

hereinafter called Grantor, for and in consideration of **FIVE HUNDRED SEVENTY**  
**FIVE AND NO/100** (**\$575.00**) Dollars  
to us in hand paid by the City of San Antonio, a municipal corporation,  
the receipt and sufficiency of which is hereby acknowledged and confessed,  
have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL  
AND CONVEY unto the City of San Antonio, Bexar County, Texas, an easement  
right-of-way for **Storm Drainage** over, across, under and upon  
the following described lands located in Bexar County, Texas, said lands  
being more particularly described as follows, to-wit:

**A Tract of Land out of Lot 60, Block 16, N.C.B. 3459,  
HILLCREST ADDITION, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the west line of Lot 60, Block 16, N.C.B. 3459, said  
point being 101.62 feet north of the north line of Theo Avenue,

**THENCE;** in an easterly direction, along a line parallel to the north line of  
Theo Avenue, a distance of 19.79 feet to a point,

**THENCE;** with a deflection angle of 13° 26' 29" to the right, a distance of  
31.06 feet to a point on the east line of Lot 60, Block 16, N.C.B. 3459, said  
point being 94.50 feet north of the north line of Theo Avenue,

**THENCE;** in a northerly direction, along the east line of said Lot 60, N.C.B. 3459  
to a point on the south line of Block 23, N.C.B. 3926, San Fernando Addition,

**THENCE;** in a westerly direction, along the south line of said Block 23, N.C.B. 3926,  
San Fernando Addition, a distance of 50.00 feet to a point on the west line of  
Lot 60, N. C. B. 3459,

**THENCE;** in a southerly direction, along the west line of said Lot 60, to the  
point of beginning.

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said improvements or their appurtenances; and the right of exercising all other rights hereby granted, and grantor expressly covenants and agrees for ~~their~~ , heirs, legal representatives, successors and/or assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

And the said grantor as part of the aforesaid consideration, does further grant unto said City of San Antonio a temporary Easement to enter upon the following described land, to-wit:

**A 15.00 foot strip of land south of and adjacent to the above described property.**

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of this grant, said City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

TO HAVE AND TO HOLD the above described easement and right unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And ~~we~~ hereby bind ~~our~~, heirs, legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 2nd. day of May, A. D., 19 62

/s/ J. B. Stiewig  
GRANTOR J. B. STIEWIG

/s/ Josephine Stiewig  
JOSEPHINE STIEWIG

STATE OF TEXAS )  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, this day personally appeared J. B. STIEWIG and JOSEPHINE STIEWIG, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said JOSEPHINE STIEWIG, wife of the said J. B. STIEWIG, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said JOSEPHINE STIEWIG, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office on this, the 2nd. day of May, A. D., 1962.

/s/ John P. Hall  
Notary Public, in and for Bexar  
County, T E X A S.

(Add Acknowledgement)

NPC:mig 1/24/61  
WBC:aha 4/5/62

PARCEL NO.: 5202 - 5203

PROJECT: Storm Drainage #43

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That we, **ED STAUTZENBERGER and wife, WMA STAUTZENBERGER, Joined by TRAVIS SAVINGS & LOAN ASSOCIATION**

as seller, for and in consideration of the agreed purchase price of **ONE THOUSAND TWO HUNDRED FIFTY & NO/100 (\$1,250.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

to-wit:

**A Tract of Land out of Lots 62 and 63, Block 16, N.C.B. 3459, EILICREST ADDITION, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the west line of Lot 63, Block 16, N.C.B. 3459, said point being 101.62 feet north of the north line of Theo Avenue,

**THENCE;** in an easterly direction, along a line parallel to the north line of Theo Avenue, a distance of 100.00 feet to a point on the east line of Lot 62, Block 16, N.C.B. 3459,

**THENCE;** in a northerly direction, along the east line of Lot 62, N.C.B. 3459, to a point on the south line of Block 23, N.C.B. 3926, San Fernando Addition,

**THENCE;** in a westerly direction along the south line of Block 23, N.C.B. 3926, a distance of 100.00 feet to a point on the west line of Lot 63, N.C.B. 3459,

**THENCE;** in a southerly direction, along the west line of said Lot 63, N.C.B. 3459, to the point of beginning.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

**Sellers agree to move shed.**

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

GUARDIAN ABSTRACT & TITLE

Company shall act as escrow agent and

the seller upon demand by the buyer agrees to deliver such instruments 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 60 days after the date of the delivery of such instruments.

The agreed purchase price is payable \$ 1,200.00 , at the time of the delivery of such instruments and \$ 50.00 , at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$ 50.00 as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the 11th. day of May , A. D., 1962 .

/s/ Ed Stautzenberger  
~~ED STAUTZENBERGER~~

WITNESS:

/s/ Emma Stautzenberger  
~~EMMA STAUTZENBERGER~~

/s/ Gilbert A. Boenig

TRAVIS SAVINGS & LOAN ASSOCIATION

BY: /s/

ACCEPTED:

CITY OF SAN ANTONIO

By:

Chief, Land Division

NPC:mig 1/24/61  
WBO:mba 4/12/62

PARCEL NO.: 5169 - 5170

PROJECT: Storm Drainage #43

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That we, **CARSON WARREN and wife, LOIS WARREN**

as seller, for and in consideration of the agreed purchase price of **ONE HUNDRED AND NO/100 (\$100.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

to-wit:

*see, also partition*  
**A Tract of Land out of Lots 21 and 22, Block 21, N. C. B. 3924, San Fernando Addition, San ANTONIO, Bexar County, Texas.**

**BEGINNING** at the southeast corner of Lot 21, N. C. B. 3924, said corner being 120.72 south of the south line of El Dorado Street,

**THENCE;** in a northwesterly direction along the south line of Lots 21 and 22, N. C. B. 3924, a distance of 50.14 feet to the southwest corner of Lot 22, N. C. B. 3924,

**THENCE;** with a deflection angle of 85° 50' to the right, along the west line of said Lot 22, a distance of 8.70 feet to a point,

**THENCE;** with a deflection angle of 103° 52' 05" to the right, a distance of 51.50 feet to the point of beginning.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

**Sellers agree to move fence.**

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

**GUARDIAN ABSTRACT & TITLE**

Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such instruments 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 60 days after the date of the delivery of such instruments.

The agreed purchase price is payable \$ **50.00** , at the time of the delivery of such instruments and \$ **50.00** , at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$ **50.00** as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the **10th.** day of **May** , A. D., 19**62** .

**/s/ Carson Warren** /

**CARSON WARREN**

**/s/ Lois Warren** /

**LOIS WARREN**

WITNESS:

**/s/ John P. Hall**

ACCEPTED:

CITY OF SAN ANTONIO

By: ~~Chief, Land Division~~

NPC:mig 1/24/61  
WBC:mha 4-2-62

PARCEL NO.: 5196

PROJECT: Storm Drainage  
No. 43

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That we, **AUGUSTIN MONTENAYOR and wife, REFUGIA C. MONTENAYOR**

as seller, for and in consideration of the agreed purchase price of **ONE THOUSAND  
SEVEN HUNDRED FIFTY & NO/100 (\$1,350.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement  
or easements to the City of San Antonio, as buyer, across the following described premises  
situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

to-wit:

*a portion*  
**A Tract of Land out of Lot 70, Block 17,  
N. C. B. 3460, HILLCREST ADDITION, SAN  
ANTONIO, BEXAR COUNTY, TEXAS.**

**BEGINNING** at a point on the west line of Lot 70, Block 17, N. C. B. 3460,  
said point being 101.62 feet north of the north line of Theo Avenue,

**THENCE**; in an easterly direction, along a line parallel to the north line  
of Theo Avenue, a distance of 67.50 feet to a point on the west line of  
Barbey Street,

**THENCE**; in a northerly direction, along the west line of Barbey Street,  
to a point on the south line of Block 22, N. C. B. 3925, San Fernando  
Addition,

**THENCE**; in a westerly direction along the south line of Block 22, N. C. B.  
3925, San Fernando Addition, a distance of 67.50 feet to a point on the  
west line of said Lot 70, Block 17, N. C. B. 3460,

**THENCE**; in a southerly direction, along the west line of said Lot 70,  
N. C. B. 3460, to the place of beginning.

together with all improvements and other things incident or belonging thereto, according  
to instruments describing said easements, and the terms and conditions thereof, to which  
instruments reference is made for a more particular description.

**Seller agrees to move clothes pole and rubbish from this parcel.**

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

**GUARDIAN ABSTRACT & TITLE**

Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such instruments 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 60 days after the date of the delivery of such instruments.

The agreed purchase price is payable \$ **1,250.00** , at the time of the delivery of such instruments and \$ **100.00** , at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$ **100.00** as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the **9th.** day of **May** , A. D., 19 **62** .

/s/ Agustín Montemayor  
**AGUSTÍN MONTEMAYOR**

/s/ Refugia C. Montemayor  
**REFUGIA C. MONTEMAYOR**

WITNESS:

/s/ John P. Hall

ACCEPTED:

CITY OF SAN ANTONIO

By: ~~Chief, Land Division~~

NPC:mig 1/24/61  
WBC:mha 3/30/62

PARCEL NO.: 5200

PROJECT: Storm Drainage #1

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That We, **J. P. SCHWARZ** and wife, **ALMA SCHWARZ**

as seller, for and in consideration of the agreed purchase price of **SIX HUNDRED TWENTY FIVE AND NO/100 (\$625.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

to-wit:

*as shown on plat*  
**A Tract of Land out of Lot 65, Block 16, N.O.B. 3459, HILLCREST ADDITION, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the west line of Lot 65, Block 16, N. O. B. 3459, said point being 101.62 feet north of the north line of Theo Avenue,

**THENCE;** in an easterly direction, along a line parallel to the north line of Theo Avenue, a distance of 50.00 feet to a point on the east line of Lot 65, Block 16, N. O. B. 3459,

**THENCE;** in a northerly direction along the east line of said Lot 65, to a point on the south line of Block 23, N. O. B. 3926, San Fernando Addition,

**THENCE;** in a westerly direction along the south line of Block 23, N.O.B. 3926, San Fernando Addition, a distance of 50.00 feet to a point on the west line of said Lot 65, N. O. B. 3459,

**THENCE;** in a southerly direction, along the west line of said Lot 65, N. O. B. 3459, to the point of beginning.

**CONSTRUCTION EASEMENT:**

Seller agrees to grant a temporary construction easement as follows: A 15.00 foot strip of land south of and adjacent to the above described property, except that part of this strip of land under or within two feet of existing garage.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

**S**eller agrees to move fence.

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

**GUARDIAN ABSTRACT & TRUST**

Company shall act as escrow agent and

the seller upon demand by the buyer agrees to deliver such instruments 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 60 days after the date of the delivery of such instruments.

The agreed purchase price is payable \$ **600.00** , at the time of the delivery of such instruments and \$ **25.00** , at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 60 days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$ **25.00** as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the 2nd. day of May , A. D., 19 **62**.

/s/ J. F. Schwarz  
**J. F. SCHWARZ**

WITNESS:

/s/ Alma Schwarz  
**ALMA SCHWARZ**

/s/ John P. Hall

ACCEPTED:

CITY OF SAN ANTONIO

By: ~~Chief, Land Division~~

WSC:mig  
ms

6/21/61  
4/4/62

PARCEL: 5207

PROJECT: Storm Drainage #13

E A S E M E N T

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

KNOW ALL MEN BY THESE PRESENTS:

THAT I/we, **HERBERT R. FUENTES and wife, ALICE B. FUENTES**

hereinafter called Grantor, for and in consideration of **FIVE HUNDRED EIGHTY AND NO/100 (\$580.00) DOLLARS** to us in hand paid by the City of San Antonio, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, **have** GRANTED, SOLD and CONVEYED, and by these presents **do** GRANT, SELL and CONVEY unto the City of San Antonio, Bexar County, Texas, an easement and right-of-way for **Storm Drainage** over, across, under and upon the following described land(s) located in Bexar County, Texas, said land(s) being more particularly described as follows, to-wit:

*copy of plat*  
**A Tract of Land out of Lot 58, Block 16, N.O.B. 3459, HILLCREST ADDITION, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the west line of Lot 58, Block 16, N.O.B. 3459, and the east line of Lot 59, Block 16, N.O.B. 3459, said point being 82.45 feet north of the southeast corner of Lot 59, Block 16, N.O.B. 3459, said southeast corner of Lot 59, Being located on the north line of Theo Avenue,

**THENCE;** with an angle of 76° 33' 31" from south to east, a distance of 51.41 feet to a point on the east line of said Lot 58, N.O.B. 3459,

**THENCE;** in a northerly direction, along the east line of said Lot 58, N.O.B. 3459, to a point on the south line of Block 23, N.O.B. 3926, San Fernando Addition,

**THENCE;** in a westerly direction, along the south line of Block 23, N.O.B. 3926, San Fernando Addition, a distance of 50.00 feet to a point on the west line of said Lot 58, N.O.B. 3459,

**THENCE;** in a southerly direction, along the west line of said Lot 58, N.O.B. 3459, to the point of beginning.

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land(s) all trees and parts thereof, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and grantor expressly covenants and agrees for **their** heirs, legal representatives, successors and/or assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And Grantor hereby bind(s) ~~their~~ heirs, legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 2nd day of May, A. D., 1962.

/s/Herbert R. Fuentes  
**HERBERT R. FUENTES**

/s/ Alice B. Fuentes  
**ALICE B. FUENTES**

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, this day personally appeared **HERBERT R. FUENTES** and **ALICE B. FUENTES**, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said **ALICE B. FUENTES**, wife of the said **HERBERT R. FUENTES**, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said **ALICE B. FUENTES**, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

GIVEN under my hand and seal of office on this, the 2nd day of May, A. D., 1962.

/s/ John P. Hall  
Notary Public, in and for Bexar County,  
T E X A S.

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared known to me to be the person whose name subscribed to the foregoing instrument, and acknowledged to me that executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the day of A. D., 19 .

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

NFC:mig 1/24/42  
WEC:mba 3/28/42

PARCEL NO.: 5214 - 5015

PROJECT: Storm Drainage #

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That we, **JESSE G. LOZANO** and wife, **LOUISA LOZANO** and ~~JOSE PEREZ~~  
and wife, ~~LOUISA PEREZ~~

as seller, for and in consideration of the agreed purchase price of **FIVE HUNDRED  
AND NO/100 (\$ 500.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement  
or easements to the City of San Antonio, as buyer, across the following described premises  
situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

*across a portion*  
A Tract of land out of Lots 9 and 10, Block 24, New City  
Block 3927, SAN FERNANDO ADDITION, situated within the  
corporate limits of the City of San Antonio, Bexar County,  
Texas, according to plat thereof recorded in Volume 105,  
Page 320, Deed and Plat Records of Bexar County, Texas.

together with all improvements and other things incident or belonging thereto, according  
to instruments describing said easements, and the terms and conditions thereof, to which  
instrument reference is made for a more particular description. SELLERS agree to  
have false.



NPC:mig 1/24/61  
mba 5-3-62

PARCEL NO.: 5248

PROJECT: Storm Drainage #43

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That I, **HENRY M. McCALL**, whose marital status has not changed since acquisition of the property described herein.

as seller, for and in consideration of the agreed purchase price of **FIFTY DOLLARS AND NO/100 (\$50.00) DOLLARS**

and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas,

to-wit: **A Tract of land out of Lot 9, Block 12, New City Block 2842, SILVAN PARK, San Antonio, Bexar County, Texas.**

**BEGINNING** at a point on the south line of a 15.00 foot alley, said point being the northeast corner of Lot 9, Block 12, New City Block 2842.

**THENCE;** in a southerly direction along the east line of Lot 9, a distance of 7.45 feet to a point.

**THENCE;** with an interior angle of 61° 14' 06" from north to west, a distance of 15.48 feet to a point on the south line of said 15.00 foot alley.

**THENCE;** in an easterly direction along the south line of said 15.00 foot alley, a distance of 13.57 feet to the point of beginning.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a more particular description.

**Seller agrees to move fence.**

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

**GUARDIAN ABSTRACT & TITLE**

Company shall act as escrow agent' and

the seller upon demand by the buyer agrees to deliver such instruments 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 30 days after the date of the delivery of such instruments.

The agreed purchase price is payable \$ **50.00** , at the time of the delivery of such instruments and \$ **25.00** , at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within 30 days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$ **25.00** as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the seller shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the 3rd. day of May , A. D., 19 **62** .

/s/ Henry M. McCall

**HENRY M. McCALL whose marital status has not changed since acquisition of the property described herein.**

WITNESS:

/s/ S. Loughlin

ACCEPTED:

CITY OF SAN ANTONIO

By: ~~Chief, Land Division~~

WSC:mig 6/21/61  
sha 3/30/62

PARCEL: 5249  
PROJECT: Storm Drainage #43

E A S E M E N T

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

THAT ~~ISSUE~~ **MIRNIE ISABELLA TABOR**, a widow whose marital status has not changed since acquisition of the property described herein.

hereinafter called Grantor, for and in consideration of **ONE HUNDRED TWENTY FIVE & NO/100 (\$125.00) DOLLARS** to us in hand paid by the City of San Antonio, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, ~~has~~ GRANTED, SOLD and CONVEYED, and by these presents ~~does~~ GRANT, SELL and CONVEY unto the City of San Antonio, Bexar County, Texas, an easement and right-of-way for **Storm Drainage** over, across, under and upon the following described land(s) located in Bexar County, Texas, said land(s) being more particularly described as follows, to-wit:

*across a p. line*  
A Tract of Land out of Lot 10, Block 12, N.C.B. 2842, SILVAN PARK, San Antonio, Bexar County, Texas.

**BEGINNING** at a point on the south line of a 15.00 foot alley, said point being the northeast corner of Lot 10, Block 12, N.C.B. 2842.

**THENCE;** in a southerly direction along the east line of Lot 10, a distance of 34.90 feet to a point.

**THENCE;** with an interior angle of 61° 14' 06", a distance of 57.04 feet to a point on the west line of said Lot 10.

**THENCE;** in a northerly direction along the west line of said Lot 10, a distance of 7.45 feet to a point on the south line of said 15.00 foot alley, said point also being the northwest corner of said Lot 10.

**THENCE;** in an easterly direction along the south line of said 15.00 foot alley a distance of 50.00 feet to the point of beginning.

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said land(s) all trees and parts thereof, or other obstructions, which endanger or may interfere with the exercise of the rights herein granted; and grantor expressly covenants and agrees for ~~her~~ heirs, legal representatives, successors and/or assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And Grantor hereby bind(s) ~~her~~ heirs, legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 8 day of May, A. D., 19 62.

/s/ Minnie Isabella Tabor

**MINNIE ISABELLA TABOR, a widow whose marital status has not changed since acquisition of the property described herein.**

127 Cottonwood

LE 2-3710

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said \_\_\_\_\_, wife of the said \_\_\_\_\_, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

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

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

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared **MINNIE ISABELLA TABOR** known to me to be the person whose name **is** subscribed to the foregoing instrument, and acknowledged to me that **she** executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 8th day of May, A. D., 19 62.

/s/ S. Loughlin  
Notary Public, in and for Bexar County,  
T E X A S.





NPC/lh  
2-22-60  
WSC:mbs  
4-3-62

Parcel No. 5251

Project No. Storm  
Drainage #13

E A S E M E N T  
(Permanent & Temporary)

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

KNOW ALL MEN BY THESE PRESENTS:

THAT, I. W. W. MEEHAN, a single man whose marital status has not changed since acquisition of the property described herein.

hereinafter called Grantor, for and in consideration of **ONE THOUSAND**  
**FOUR HUNDRED & NO/100** ( \$1,400.00 ) Dollars

to ~~us~~ in hand paid by the City of San Antonio, a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and confessed, ~~has~~ GRANTED, SOLD AND CONVEYED, and by these presents ~~does~~ GRANT, SELL AND CONVEY unto the City of San Antonio, Bexar County, Texas, an easement right-of-way for **Storm Drainage** over, across, under and upon the following described lands located in Bexar County, Texas, said lands being more particularly described as follows, to-wit:

*as per plat*  
A Tract of Land out of Lot A-12 (Out of Original Lot 12), Block 12, N.C.B. 2042, SILVAN PARK, San Antonio, Bexar County, Texas.

**BEGINNING** at a point on the west line of Lot A-12 (out of original Lot 12), said point being 87.65 feet north of the north line of Cottonwood Avenue.

**THENCE;** continuing along the west line of said Lot A-12, in a northerly direction, a distance of 39.45 feet to a point on the eastern boundary of Silvan Park,

**THENCE;** along the eastern boundary of Silvan Park with an interior angle of  $61^{\circ} 35' 14''$  from south to east, a distance of 79.59 feet to a point on the east line of said Lot A-12,

**THENCE;** in a southerly direction along the east line of said Lot A-12, a distance of 40.04 feet to a point.

**THENCE;** with an interior angle of  $61^{\circ} 14' 06''$  from north to west, a distance of 79.85 feet to the point of beginning.

together with the right of ingress and egress over said right-of-way for the purpose of constructing, reconstructing, inspecting, patrolling, maintaining and removing said improvements and appurtenances; the right to relocate said improvements within said right-of-way; the right to remove from said lands all trees and parts thereof, or other obstructions, which endanger or may interfere with the efficiency of said improvements or their appurtenances; and the right of exercising all other rights hereby granted, and grantor expressly covenants and agrees for **his**, heirs, legal representatives, successors and/or assigns, that no building or obstruction of any kind will be placed on said easement right-of-way herein granted.

And the said grantor as part of the aforesaid consideration, does further grant unto said City of San Antonio a temporary Easement to enter upon the following described land, to-wit:

**A 15.00 foot strip of land south of and adjacent to the above described property, except that part of this strip of land which is under the existing house or within two feet of the house.**

for the purpose of using said land for any and all things necessary for the construction of the aforesaid improvements to be placed within the heretofore described permanent easement. In further consideration of this grant, said City of San Antonio expressly agrees that it will remove from said land all surplus material and said City of San Antonio will cause said land to be left as nearly as possible in its condition as it existed prior to the construction of said improvements. This temporary easement shall expire at the completion of construction of the aforesaid improvements.

TO HAVE AND TO HOLD the above described easement and right unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And I hereby bind myself, heirs, legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 10th. day of May, A. D., 1962.

/s/ W. E. Mahan, W. E. MAHAN  
GRANTOR

STATE OF TEXAS )  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared W. E. MAHAN, a single man known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 10th. day of May, A. D., 1962.

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

(Add Acknowledgement)

WSC/lh 6-22-61  
mba 5-4-62

Parcel: 5252 & 5285  
Project: Stern Drainage #13  
Title Co.: Guardian

SALES AGREEMENT

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

That I/we, **JOE VERA and wife, JUANITA HERRERA VERA**

as seller, for and in consideration of the agreed purchase price of (\$ 11,600.00 ) DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:  
**Parcel: 5252 All of the East 165 feet of Lot 12, Block 12, New City Block 2842, SILVAN PARK, situated within the corporate limits of the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 642, Page 15, Deed and Plat Records of Bexar County, Texas.**  
**Parcel: 5285 A Vacancy between Block 9, ECB 1230, HILLCREST ADDITION and Block 12, ECB 2842, SILVAN PARK, San Antonio, Bexar County, Texas.**

**BEGINNING** at the southeast corner of original Lot 12, Block 12, ECB 2842, said point being on the north line of Cottonwood Avenue, and the eastern boundary of Silvan Park.

**THENCE;** in an easterly direction, along the extension of the north line of Cottonwood Avenue, a distance of 71.56 feet to a point on the western boundary of Hillcrest Addition.

**THENCE;** along the western boundary of Hillcrest Addition, with an interior angle of 30° 55' 36" from west to north, a distance of 114.60 feet.

**THENCE;** continuing along the western boundary of Hillcrest Addition, with a deflection angle of 17° 50' 02" to the left, a distance of 147.88 feet to a point on the eastern boundary of Silvan Park.

**THENCE;** along the eastern boundary of Silvan Park, with an interior angle of 15° 19' 12", a distance of 194.18 feet to the point of beginning.

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

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

**GUARDIAN ABSTRACT & TITLE**

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

The agreed purchase price ~~1,200.00~~ <sup>10,400.00</sup> \$ \_\_\_\_\_, at the time of the delivery of such deed and \$ \_\_\_\_\_, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within \_\_\_\_\_ days of the date of the delivery of such deed,

the seller agrees that the buyer may retain such amount of \$ 1,200.00 as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

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

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes ~~of the City of San Antonio~~ are to be prorated as of the date of the delivery of the deed.

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

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

EXECUTED this the 9th. day of May, A. D. 19<sup>62</sup>.

/s/ Joe Vera

JOE VERA

/s/ Juanita Herrera Vera

JUANITA HERRERA VERA

WITNESS:

/s/ S. Loughlin

ACCEPTED:

CITY OF SAN ANTONIO

By:

~~Chief, Land Division~~

WSC:mig 6/21/61  
/in 3-10-61

PARCEL: 5240 & 5241  
PROJECT: Storm Drainage #43

E A S E M E N T

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

THAT I, MAGGIE E. BENDERMAN, a widow

hereinafter called Grantor, for and in consideration of ~~ONE THOUSAND ONE HUNDRED FIFTY FIVE~~  
~~AND NO/100~~ ~~(81,123.00) DOLLARS~~ to me in hand paid by the City of San Antonio,  
a municipal corporation, the receipt and sufficiency of which is hereby acknowledged and  
confessed, have GRANTED, SOLD and CONVEYED, and by these presents GRANT, SELL and  
CONVEY unto the City of San Antonio, Bexar County, Texas, an easement and right-of-way  
for Storm Drainage over, across, under and upon  
the following described land(s) located in Bexar County, Texas, said land(s) being more  
particularly described as follows, to-wit:

Parcel: 5240

*a cross portion of 24*  
A tract of land out of Lots 23, Block 8, N.C.B. 3230, Hillcrest Addition, San Antonio,  
Bexar County, Texas.

BEGINNING at a point on the east line of Bastrop Street, said point being the southwest  
corner of Lot 23, Block 8, N.C.B. 3230.

THENCE; in a northerly direction, along the east line of Bastrop Street, a distance of  
24.81 feet to a point.

THENCE; with an interior angle of  $61^{\circ} 14' 06''$  from south to east, a distance of 51.55  
feet to a point on the south line of said Lot 23.

THENCE; in a westerly direction, along the south line of said Lot 23, N.C.B. 3230, a  
distance of 45.19 feet to the point of beginning.

Parcel: 5241

A tract of land out of Lot 24, Block 8, N.C.B. 3230, Hillcrest Addition, San Antonio,  
Bexar County, Texas.

BEGINNING at a point on the east line of Bastrop Street, said point being the northwest  
corner of Lot 24, Block 8, N.C.B. 3230.

THENCE; in an easterly direction, along the north line of said Lot 24, a distance of  
45.19 feet to a point.

THENCE; with a deflection angle of  $28^{\circ} 45' 54''$  to the right, a distance of 68.72 feet  
to a point.

THENCE; with a deflection angle of  $7^{\circ} 57' 56''$  to the left, a distance of 62.68 feet to  
a point, said point being the southeast corner of said Lot 24, N.C.B. 3230.

THENCE; in a westerly direction, along the south line of said Lot 24, a distance of  
104.80 feet to a point on the present centerline of Concepcion Creek.

THENCE; along the present centerline of Concepcion Creek, with a deflection angle of  
 $34^{\circ} 52' 31''$  to the right, a distance of 55.09 feet to a point on the east line of Bastrop  
Street.

THENCE; in a northerly direction, along the east line of Bastrop Street, a distance of  
18.50 feet to the point of beginning.

TO HAVE AND TO HOLD the above described easement and rights unto the said City of San Antonio, its successors and assigns, until the use of said right-of-way for public purposes shall be abandoned. And Grantor hereby bind(s) ~~myself, my~~ heirs, legal representatives, successors and/or assigns to warrant and forever defend all and singular the above described easement and rights unto the said City of San Antonio, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 11th day of ~~May~~ , A. D., 19 ~~61~~ .

/s/ Maggie E. Rodriguez

~~MAGGIE E. RODRIGUEZ, a widow~~

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, this day personally appeared \_\_\_\_\_ and \_\_\_\_\_, his wife, both known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they each executed the same for the purposes and consideration therein expressed. And the said \_\_\_\_\_, wife of the said \_\_\_\_\_, having been examined by me privily and apart from her husband, and having the same fully explained to her, she, the said \_\_\_\_\_, acknowledged such instrument to be her act and deed, and she declared that she had willingly signed the same for the purposes and consideration therein expressed, and that she did not wish to retract it.

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

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

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

BEFORE ME, the undersigned authority, on this day personally appeared ~~MAGGIE E. RODRIGUEZ, a widow~~ known to me to be the person whose name ~~is~~ subscribed to the foregoing instrument, and acknowledged to me that ~~she~~ executed the same for the purposes and consideration therein expressed.

GIVEN under my hand and seal of office on this the 11th day of \_\_\_\_\_, A. D., 19 \_\_\_\_\_ .

/s/ S. Loughlin

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

WSC/lh 6-22-61  
/le 3-9-62

Parcel: 5384 & 5385  
Project: Storm Drainage  
#58  
Title Co.:

SALES AGREEMENT

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

That I/we, **JUAN OLMO and wife, ELIZA OLMO**

as seller, for and in consideration of the agreed purchase price of  
(\$ 3,400.00 ) DOLLARS, and upon the terms and conditions hereof,  
contract to grant, sell and convey by general warranty deed to the  
City of San Antonio, as buyer, a good and indefeasible fee simple  
title, free and clear of all liens and encumbrances of every kind  
(except liens for current taxes and assessments), to the following  
described premises situated within the corporate limits of the City  
of San Antonio, Bexar County, Texas, to-wit:

Lots 26 and 27, Block 1, New City Block 8264, Berlin Heights,  
situated within the corporate limits of the City of San Antonio,  
Bexar County, Texas, according to plat recorded in Volume 368,  
Page 26, of the Plat Records of Bexar County, Texas.

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

The agreed purchase price includes full accord, satisfaction and  
compensation for all demands and damages to the remaining premises of  
the seller, if any, together with, but not limited to, the following:

**GUARANTY ABSTRACT AND TITLE**

Company shall act as escrow  
agent and the seller upon demand by the buyer agrees to deliver such  
deed duly executed to the escrow agent at its San Antonio office and to  
surrender possession of the above described premises to the buyer not  
later than 90 days after the date of the delivery of such deed.

The agreed purchase price is payable \$ 3,000.00 , at the time of  
the delivery of such deed and \$ 400.00 , at the time possession of  
the above described premises is delivered to the buyer. Time is of the  
essence of this contract and in the event possession is not delivered to  
the buyer within 90 days of the date of the delivery of such deed,

the seller agrees that the buyer may retain such amount of \$ \_\_\_\_\_ as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed, should seller retain possession after execution of such deed, he does so as a tenant at will of the buyer.

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

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

Owner will pay all taxes on the hereinabove described property, including those assessed or to be assessed for the current year; provided that current taxes ~~of the City of San Antonio~~ are to be prorated as of the date of the delivery of the deed.

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

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

EXECUTED this the 9th. day of ~~April~~ May , A. D. 19 62

/s/ Juan Olmo \_\_\_\_\_  
JUAN OLMO

/s/ Eliza S. Olmo \_\_\_\_\_  
ELIZA OLMO

WITNESS:

/s/ E. A. Kramer \_\_\_\_\_

/s/ S. Loughlin \_\_\_\_\_

ACCEPTED:

CITY OF SAN ANTONIO  
By: \_\_\_\_\_

WSC:mha 5/7/62

Parcels: 5241 & 5283  
Project: Storm Drainage #43  
Title Co.: Guardian

SALES AGREEMENT

STATE OF TEXAS )  
                  )  
COUNTY OF BEXAR )

That we, FRANK L. MAYEN and wife, LORA MAYEN as sellers, for and in consideration of the agreed purchase price of \$565.00 DOLLARS, and upon the terms and conditions hereof, contract to grant, sell and convey by general warranty deed to the City of San Antonio, as buyer, a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Parcel: 5241

A Tract of Land out <sup>a portion</sup> of Lot 3, Block 12, N.C.B. 2842, SILVAN PARK, San Antonio, Bexar County, Texas.

BEGINNING at a point on the north side of Lot 3, Block 12, N.C.B. 2842, said point being 168.03 feet east of the east line of Vignes Street.

THENCE; in an easterly direction along the north line of said Lot 3, a distance of 82.30 feet to a point on the eastern boundary of Silvan Park, said point being the northeast corner of said Lot 3.

THENCE; along the eastern boundary of Silvan Park with a deflection angle of 32° 06' 47" to the right, a distance of 94.06 feet to a point on the north side of a 15.00 foot alley, said point also being the southeast corner of Lot 3.

THENCE; in a westerly direction along the north line of said 15.00 foot alley and the south line of Lot 3, a distance of 70.89 feet to a point.

THENCE; with a deflection angle of 28° 45' 54" to the right, a distance of 103.90 feet to the point of beginning.

Parcel: 5283

A Vacancy between HILLOREST ADDITION and SILVAN PARK being a possible extension of Dittmar Avenue, San Antonio, Bexar County, Texas.

BEGINNING at the southeast corner of Lot 134, Block 5, N. C. B. 3229, said point being on the western boundary of Hillcrest Addition, and also on the north line of Dittmar Avenue.

THENCE; in a westerly direction, along the extension of the north line of Dittmar Avenue, a distance of 65.38 feet to a point on the eastern boundary of Silvan Park.

THENCE; along the eastern boundary of Silvan Park, with an interior angle of 32° 06' 47" from east to south, a distance of 86.35 feet to a point on the north line of a 15.00 foot alley, said point being the southeast corner of Lot 3, Block 12, N. C. B. 2842.

THENCE; with a deflection angle of 3° 42' 01" to the left, a distance of 8.62 feet to a point on the extension of the south line of Dittmar Avenue.

THENCE; along the extension of the south line of Dittmar Avenue, with a deflection angle of 28° 24' 46" to the left, a distance of 57.66 feet to a point on the western boundary of Hillcrest Addition.

THENCE; along the western boundary of Hillcrest Addition, with an interior angle of 34° 25' from west to north, a distance of 88.49 feet to the point of beginning.

together with all improvements and other things incident or belonging thereto, including all of our right, title and interest in or to all adjoining streets or alleys, Sellers agree to furnish partial release of lien.

The agreed purchase price includes full accord, satisfaction and compensation for all demands and damages to the remaining premises of the seller, if any, together with, but not limited to, the following:

GUARDIAN ABSTRACT & TITLE Company shall act as escrow agent and the seller upon demand by the buyer agrees to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 30 days after the date of the delivery of such deed.

The agreed purchase price is payable \$565.00, at the time of the delivery of such deed and at the time possession of the above described premises is delivered to the buyer.

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

The buyer without expense to the seller shall prepare the deed and provide the required United States documentary stamps for the conveyance to the buyer.

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

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

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

EXECUTED this the 7th. day of May , A. D. 1962.

/s/ Frank L. Mayen

FRANK L. MAYEN

/s/ Lora Mayen

LORA MAYEN

WITNESS:

/s/ S. Loughlin

ACCEPTED:

CITY OF SAN ANTONIO  
BY:

Chief, Land Division

Parcel: 5229 & 5230

Project: Storm Drainage #43

AGREEMENT FOR EASEMENTS

STATE OF TEXAS )  
(  
COUNTY OF BEXAR )

That We, LOUISA A. RAMOS, a feme sole and JULIAN A. RAMOS, a single man, ~~joined by xxxxxx and xxxxxx~~ ~~as sellers~~, for and in consideration of the agreed purchase price of THREE THOUSAND THREE HUNDRED EIGHTY FIVE AND NO/100 - - (\$3,385.00) DOLLARS and other good and valuable consideration; contract to grant, sell and convey an easement or easements to the City of San Antonio, as buyer, across the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Parcel: 5229

A tract of land out of Lot 37, Block 3, N.C.B. 3457, Hillcrest Addition, San Antonio, Bexar County, Texas.

BEGINNING at a point on the west line of Lot 37, Block 3, N.C.B. 3457, said point being located on the north line of Theo Avenue,

TRENCH; in a northerly direction along the west line of said Lot 37, a distance of ~~100.00~~ feet to a point,

TRENCH; with an angle of 48° 22' 32" from south to east, a distance of 40.88 feet to a point,

TRENCH; with a deflection angle to the left of 2° 12' 58", a distance of 25.00 feet to a point on the east line of said Lot 37,

TRENCH; in a southerly direction along the east line of said Lot 37, a distance of 60.93 feet to a point on the north line of Theo Avenue,

TRENCH; in a westerly direction along the north line of Theo Avenue, a distance of 50.00 feet to the point of beginning.

Parcel: 5230

A tract of land out of <sup>across of lot</sup> ~~Lot 36~~ <sup>+37</sup> Block 3, N.C.B. 3457, Hillcrest Addition, San Antonio, Bexar County, Texas.

BEGINNING at a point on the west line of Lot 36, Block 3, N.C.B. 3457, said point being located on the north line of Theo Avenue.

TRENCH; in a northerly direction along the west line of said lot 36, a distance of 60.93 feet to a point.

TRENCH; with an angle of 49° 23' from south to east, a distance of 65.87 feet to a point on the east line of said Lot 36.

TRENCH; in a southerly direction along the east line of said Lot 36, a distance of 18.05 feet to a point on the north line of Theo Avenue.

TRENCH; in a westerly direction along the north line of Theo Avenue, a distance of 50.00 feet to the point of beginning.

together with all improvements and other things incident or belonging thereto, according to instruments describing said easements, and the terms and conditions thereof, to which instruments reference is made for a <sup>more</sup> particular description.

Sellers agree to move fence and flood lights off the right-of-way.

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

GUARDIAN ABSTRACT AND TITLE COMPANY shall act as escrow agent and the sellers upon demand by the buyer agree to deliver such instruments 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 sixty (60) days after the date of the delivery of such instruments.

The agreed purchase price is payable \$3,185.00, at the time of the delivery of such instruments and \$200.00, at the time possession of the above described premises is delivered to the buyer. Time is of the essence of this contract and in the event possession is not delivered to the buyer within sixty (60) days of the date of the delivery of such instruments, the seller agrees that the buyer may retain such amount of \$200.00 as liquidated damages and proceed to obtain possession by whatever legal means the buyer deems necessary. It is further agreed should seller retain possession after execution of such instruments he does so as a tenant at will of the buyer.

The buyer without expense to the sellers shall prepare the instruments and provide the required United States documentary stamps, if any, for the conveyance to the buyer.

EXECUTED this the 24 day of April, A. D., 1962.

/s/ Louisa A. Ramos

LOUISA A. RAMOS, a ~~single~~ widow

/s/ Julian A. Ramos

JULIAN A. RAMOS, a single man

~~XXXXXXXXXX~~

WITNESS:

~~XXXXXXXXXX~~

/s/ John P. Hall

~~XXXXXXXXXX~~

ACCEPTED:

CITY OF SAN ANTONIO

By: \_\_\_\_\_

# VOTE

MAY 23 1962

Meeting of the City Council \_\_\_\_\_, 196\_\_

Resolution \_\_\_\_\_

Ordinance Motion by Member of Council \_\_\_\_\_

Ord No 30,354

	Roll Call	Aye	Nay	Aye	Nay
<b>WALTER W. McALLISTER</b> Member of Council PI 1		✓			
<b>GEORGE de la GARZA</b> Member of Council PI 2		✓			
<b>CLAUS ROHLFS</b> Member of Council PI 3		✓			
<b>JACK H. KAUFMAN</b> Member of Council PI 4		✓			
<b>WALTER C. GUNSTREAM</b> Member of Council PI 5		✓			
<b>JOHN GATTI</b> Member of Council PI 6		✓			
<b>ROY S. PADILLA</b> Member of Council PI 7		✓			
<b>DR. GERALD PARKER</b> Member of Council PI 8		✓			
<b>ROLAND C. BREMER</b> Member of Council PI 9		✓			