

/gl 05/15/91

AN ORDINANCE 73717

AUTHORIZING THE EXPENDITURE OF THE SUM OF \$228,450.27 OUT OF VARIOUS FUNDS; ACQUIRING TITLE TO ONE PARCEL AND PAYING FOR TITLE CHARGES IN CONNECTION WITH THE ISOM ROAD IMPROVEMENT PROJECT - SAN PEDRO TO RAMSEY; ACQUIRING TITLE TO TWO PARCELS AND ACCEPTING FOUR EASEMENT DEDICATIONS IN CONNECTION WITH THE WEIMORE ROAD RECONSTRUCTION PROJECT - THOUSAND OAKS TO CITY LIMITS; ACQUIRING TITLE TO SEVEN PARCELS IN CONNECTION WITH THE ASHLEY ROAD RECONSTRUCTION PROJECT - BASCUM BLVD. TO S. FLORES; ACQUIRING TITLE TO ONE PARCEL FOR THE EXPANSION OF THE BROOK HOLLOW LIBRARY; AND ACQUIRING AN EASEMENT IN CONNECTION WITH THE DWYER AVENUE CENTER.

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

WHEREAS, funds are available through various sources to purchase the necessary rights of way; NOW THEREFORE;

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

SECTION 1. The sum of \$98,296.27 is hereby appropriated and authorized to be expended out of Fund #45-707, Project #707451, Index Code #548008 and Index Code #548016, in connection with the ISOM ROAD IMPROVEMENT PROJECT - SAN PEDRO TO RAMSEY, payable as follows:

- A. The sum of \$97,160.00 payable to CHICAGO TITLE COMPANY as escrow agent for NORTH PLAZA OFFICE CENTER JOINT VENTURE, for title to part of Lot 52, Block 6, New City Block 11716, Bexar County, Texas. - Parcel 12811. - To be expended out of Index Code #548008.
- B. The sum of \$1,136.27 payable to CHICAGO TITLE COMPANY for title charges in connection with the above-mentioned Parcel 12811. - To be expended out of Index Code #548016.

SECTION 2. The sum of \$14,800.00 is hereby appropriated and authorized to be expended out of Fund #45-707, Project #707502, Index Code #548297 and a Permanent Easement and three (3) Temporary Easement Dedications are hereby accepted in connection with the WEIMORE ROAD RECONSTRUCTION PROJECT - THOUSAND OAKS TO CITY LIMITS, as follows:

- A. The sum of \$5,100.00 payable to COMMERCE LAND TITLE OF SAN ANTONIO, INC., as escrow agent for ALVIN A. KRUEGER and wife, HERTHA C. KRUEGER, for title to a 0.028 acre tract out of New City Block 15679. - Parcel 13205.
- B. The sum of \$9,700.00 payable to COMMERCE LAND TITLE OF SAN ANTONIO, INC., as escrow agent for NELWYNN J. HILLIARD, for title to a 0.074 acre tract out of New City Block 15679, Bexar County, Texas. - Parcel 13206.

ORDINANCE

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- C. An Easement - Dedication (Permanent) from DENTON DEVELOPMENT COMPANY, INC., and being 0.007 acres out of a 2.7402 acre tract in New City Block 15680, Bexar County, Texas, is hereby accepted. - Parcel 13216.
- D. A Temporary Construction and Grading Easement (Dedication) from DENTON DEVELOPMENT COMPANY, INC., covering a 0.013 acre tract and a 0.003 acre tract out of a 2.7402 acre tract in New City Block 15680, Bexar County, Texas, is hereby accepted. - Parcel 13216.
- E. A Temporary Construction and Grading Easement (Dedication) from DENTON DEVELOPMENT COMPANY, INC., being 0.061 acres out of a 25.397 acre tract in New City Block 15680, Bexar County, Texas, is hereby accepted. - Parcel 13217.
- F. A Temporary Construction and Grading Easement (Dedication) from DENTON DEVELOPMENT COMPANY, INC., being 0.042 acres out of Lot 29, Block 5, County Block 5014, Bexar County, Texas, is hereby accepted. - Parcel 13219.

SECTION 3. The sum of \$8,284.00 is hereby appropriated and authorized to be expended out of Fund #45-707, Project #707152, Index Code #545970, in connection with the ASHLEY ROAD RECONSTRUCTION PROJECT - BASCUM BLVD. TO S. FLORES, payable as follows:

- A. The sum of \$373.00 payable to COMMERCE LAND TITLE OF SAN ANTONIO, INC., as escrow agent for ROSALINDA G. MARTINEZ, a widow, for title to part of Lot 21, Block 8, New City Block 11209, Bexar County, Texas. - Parcel 13278.
- B. The sum of \$908.00 payable to COMMERCE LAND TITLE OF SAN ANTONIO, INC., as escrow agent for ERLINDA O. SILVA and husband, GUADALUPE JUAN SILVA, for title to a 0.013 acre tract out of Tract 3, New City Block 11153, Bexar County, Texas. - Parcel 13292.
- C. The sum of \$5,888.00 payable to COMMERCE LAND TITLE OF SAN ANTONIO, INC., as escrow agent for W.H. SHIPMAN, for title to part of Lot 53, New City Block 11153, Bexar County, Texas. - Parcel 13297.
- D. The sum of \$529.00 payable to SUTER D. WEBSTER and wife, MARGARET P. WEBSTER, 814 Ashley Road, San Antonio, Texas 78221, for title to part of Lots 41 and 43, Block 3, New City Block 11159, Bexar County, Texas. - Parcels 13314 and 13316, respectively.
- E. The sum of \$206.00 payable to MARGARET WEBSTER, 814 Ashley Road, San Antonio, Texas 78221, for title to part of Lot 42, Block 3, New City Block 11159, Bexar County, Texas. - Parcel 13315.
- F. The sum of \$380.00 payable to JOSEPHINE PACETTI, 830 E. Ashley Road, San Antonio, Texas 78221, for title to part of Lot 45, Block 3, New City Block 11159, Bexar County, Texas. - Parcel 13318.

ORDINANCE

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SECTION 4. The sum of \$96,106.00 is hereby appropriated and authorized to be expended out of Fund #45-501, Project #501502, Index Code #513812, in connection with the BROOK HOLLOW LIBRARY EXPANSION, payable to FIRST AMERICAN TITLE COMPANY as escrow agent for EDWARD KARAM, JR., for title to all of Lot 4, Block 1, New City Block 17213, Bexar County, Texas.

SECTION 5. The sum of \$10,964.00 is hereby authorized to be expended out of Fund #26-013, Project #013178, Index Code #333997, in connection with the DWYER AVENUE CENTER, payable to FIRST AMERICAN TITLE COMPANY as escrow agent for TERESA AGUILAR INSELMANN CURTIS, for an Easement being out of New City Block 173, Bexar County, Texas.

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

PASSED AND APPROVED this the 30<sup>th</sup> day of May, 1991.

*Lila Cockrell*

M A Y O R

ATTEST:

*Anna S. Rodriguez*  
City Clerk

APPROVED AS TO FORM:

*Veronica Madrid*  
for  
City Attorney

91-24

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

ITEM NO. 22  
 DATE: MAY 30 1991

MEETING OF THE CITY COUNCIL. MOTION BY: \_\_\_\_\_ SECONDED BY: \_\_\_\_\_  
 ORD. NO. 73717 ZONING CASE \_\_\_\_\_  
 RESOL. \_\_\_\_\_ PETITION \_\_\_\_\_

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

**91-24**

**CONSENT AGENDA**

## SALES AGREEMENT

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

THAT, NORTH PLAZA OFFICE CENTER JOINT VENTURE, hereinafter referred to as "SELLER," for and in consideration of the agreed purchase price ("Purchase Price") of NINETY-SEVEN THOUSAND ONE HUNDRED SIXTY AND NO/100 (\$97,160.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL, and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, subject to all recorded easements and other visible encroachments, but free and clear of all liens and encumbrances of every kind (except liens for current taxes, assessments and mortgage liens that shall be released or satisfied pursuant to provisions set forth below), to the following described premises ("Property") situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

0.044 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas out of Lot 52, Block 6, New City Block 11716, BLANCO HEIGHTS SUBDIVISION according to Plat recorded in Volume 7200, Page 206, Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds as show in Exhibit "A" attached hereto and made a part hereof.

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

EXISTING EASEMENT: There exists an unrecorded easement in favor of the Southwest Bell Telephone Company located on the southeast corner of the Property, which is more particularly detailed in Exhibit "B" attached hereto. This easement shall be a permitted exception to the title to be conveyed by SELLER.

IMPROVEMENTS: The consideration provided for herein includes payment for trees, landscaping and signs within the above described real estate; provided, SELLER may remove, at its expense, prior to the date upon which PURCHASER takes possession of the Property all such trees, landscaping and signs without adjustment or compensation to PURCHASER.

CLOSING: The closing shall take place on the date specified by SELLER, but not later than June 30, 1991. SELLER shall give PURCHASER at lease ten days advance written notice of its intent to close the sale. Chicago Title Company ("ESCROW AGENT") located at 14607 San Pedro Avenue, Suite 175, San Antonio, Texas 78232, shall act as escrow agent. SELLER agrees to deliver such deed duly

executed to the ESCROW AGENT at its San Antonio office on or before the date designated for closing, and to surrender possession of the above described premises to the PURCHASER not later than 10 days after the date of the delivery of such deed.

RELEASE OF LIEN: SELLER hereby agrees to furnish PURCHASER a Release of Lien or Partial Release of Lien, if applicable; provided, that if SELLER's lender ("MORTGAGEE") does not consent to this agreement, PURCHASER shall acquire the MORTGAGEE's interest through a condemnation action. The amount to be paid to SELLER pursuant to this contract shall be reduced by the amount required to be paid by PURCHASER to the MORTGAGEE in a condemnation action, but excluding any of PURCHASER's expenses associated with the condemnation action, including legal expenses and/or court costs, which shall be borne by PURCHASER. Should MORTGAGEE obtain a settlement or award from PURCHASER that exceeds the Purchase Price provided for herein, SELLER shall not be required to compensate PURCHASER for any difference between PURCHASER's settlement or award with the MORTGAGEE and the purchase price provided for herein.

RIGHT OF ENTRY: It is agreed and understood that SELLER, its legal representatives, successors and/or assigns, does hereby consent to allow the PURCHASER and/or its contractors to enter upon and take possession of said parcel of Owner's land immediately upon execution of this instrument to permit the PURCHASER'S construction of said project. PURCHASER shall provide SELLER with ten days notice of its intent to take possession pursuant to this paragraph in order to enable SELLER to remove any sign, tree or other landscaping that it may elect.

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

PAYMENT AND HOLDOVER STATUS: The agreed purchase price in the amount of \$97,160.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as a tenant at the will of the PURCHASER.

RISK OF LOSS: Until title has been conveyed to the PURCHASER, loss or damage to the Property by fire or other casualty shall be at the risk of the SELLER. There shall be no offset or deductions in the Purchase Price arising by virtue of a casualty loss prior to closing.

PRORATIONS AND CLOSING COSTS: The PURCHASER without expense to the SELLER shall prepare the deed, and shall pay all other costs associated with the closing, including any title insurance premiums and ad valorem taxes on the Property, which are either 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.

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

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

EXECUTED this the 8<sup>th</sup> day of FEBRUARY A.D. 1991.

AGREED AND ACCEPTED:

SELLER:

WITNESS:

NORTH PLAZA OFFICE CENTER  
JOINT VENTURE

Laura Wherney

BY:

Reagan H. Davis  
Reagan H. Davis

Mary Schuch

BY:

Paul Tillman  
Paul Tillman

Brenda S. Padley

BY:

Dwight Lieb  
Dwight Lieb

PURCHASER:

City of San Antonio

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

Real Estate Manager,  
Real Estate Division

Parcel No. 12811

Field notes of a 0.044 of an acre tract of land situated in the City of San Antonio, Bexar County, Texas out of Lot 52, Block 6, New city Block 11716, Blanco Heights Subdivision according to Plat recorded in Volume 7200, Page 206, Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

Beginning at an iron pin found in the existing northwest line of Isom Road for the east corner of this tract and Lot 52, and the south corner of Lot 29, Block 6, N.C.B. 11716 according to Plat recorded in Volume 980, Page 331 of the Plat Records of Bexar County, Texas.

Thence S 43° 02' 00" W. 359.91 feet with the existing northwest right-of-way line of Isom road to a point for the south corner of this tract and Lot 52, and being the east corner of Lot 49, Block 6, N.C.B. 11716 according to Plat recorded in Volume 6600, Page 163 of the of the Plat Records of Bexar County, Texas.

Thence N 46° 58' 00" W. 5.00 feet with the southwest line of Lot 52 and the northeast line of Lot 49 to an iron pin set in the proposed northwest right-of-way line of Isom Road for the west corner of this tract.

Thence N 43° 02' 00" E. 268.03 feet with the proposed northeast right-of-way line of Isom Road to an iron pin set at an angle point in said line.

Thence N 41° 36' 03" E. 91.91 feet with the proposed northwest right-of-way line of Isom Road to an iron pin set in the northeast line of Lot 52 and the southwest line of Lot 29 for the north corner of this tract.

Thence S 46° 58' 00" E. 7.30 feet with the northeast line of Lot 52 and the southwest line of Lot 29 to th place of beginning and containing 0.044 of an acre of land according to a survey on the ground on August 16, 1989 by Baker Surveying Inc.

Job No. 89-065  
Parcel No. 12811  
Fee Title

EXHIBIT "A"

*Amil M. Baker Jr.*  
AMIL M. BAKER, JR.  
REGISTERED PUBLIC SURVEYOR #1469

4/10/90  
*Richard Q. Nelson*

RECEIVED  
AUG 30 1989  
ROW ACQUISITION

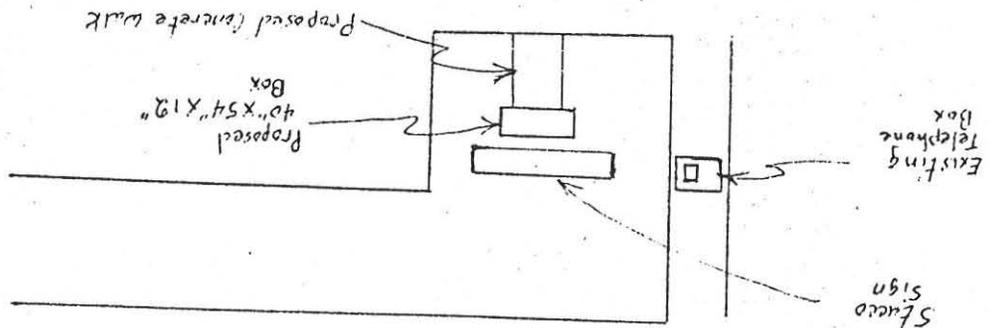
EXHIBIT B



Southwestern Bell



150m Road





File Number: 892338		L. SETTLEMENT CHARGES	
700. TOTAL SALES/BROKER'S COMMISSION based on price	\$		
	@ 0.000 % =		
Division of Commission (line 700) as follows:			
701. \$	to		
702. \$	to		
703. \$	to		
(Money retained by broker applied to commission \$ )			
704. Commission paid at Settlement			
705. Other sales agent charges payable to:			
800. ITEMS PAYABLE IN CONNECTION WITH LOAN			
801. Loan Origination Fee	Z		
802. Loan Discount	Z		
803. Appraisal Fee to			
804. Credit Report to			
805. Lender's Inspection Fee to			
806. Mortgage Insurance Application Fee to			
807. Assumption Fee to			
808.			
809.			
810.			
811.			
900. ITEMS REQUIRED BY LENDER TO BE PAID IN ADVANCE			
901. Interest from / / to / / @ \$ /day			
902. Mortgage Insurance Premium for	0	months to	
903. Hazard Insurance Premium for	0	years to	
904.		0 years to	
905.			
1000. RESERVES DEPOSITED WITH LENDER			
1001. Hazard insurance	0	month @ \$	per month
1002. Mortgage insurance	0	month @ \$	per month
1003. City property taxes	0	month @ \$	per month
1004. County property taxes	0	month @ \$	per month
1005. Annual assessments	0	month @ \$	per month
1006.		0 month @ \$	per month
1007.		0 month @ \$	per month
1008.		0 month @ \$	per month
1100. TITLE CHARGES			
1101. Settlement or Closing Fee (Escrow Fee) to CHICAGO TITLE INSURANCE COMPANY			80.00
1102. Abstract or title search	to		
1103. Title examination	to		
1104. Title insurance binder	to		
1105. Document preparation	to		
1106. Notary fees	to		
1107. Attorney's fee	to		
(Includes above items numbers:)			
1108. Title insurance to CHICAGO TITLE INSURANCE COMPANY			1,002.00
(Includes above items numbers:)			
1109. Lender's coverage	\$		
1110. Owner's coverage	\$ 97,160.00	City of San Antonio	
1111.			
1112. CHICAGO TITLE INSURANCE COMPANY recoupment fee to State of			10.02
1113. CHICAGO TITLE INSURANCE COMPANY guaranty fund fee to State			5.00
1200. GOVERNMENT RECORDING AND TRANSFER CHARGES			
1201. Recording fees: Deed \$ 7.00 ; Mortgage \$ ; Release \$			7.00
1202. City/county tax/stamps: Deed \$ ; Mortgage \$			
1203. State tax/stamps: Deed \$ ; Mortgage \$			
1204. Tax Certificates to CTIC			
1205.			32.25
1300. ADDITIONAL SETTLEMENT CHARGES			
1301. Survey to			
1302. Pest inspection to			
1303.			
1304.			
1305.			
1306.			
1307.			
1400. TOTAL SETTLEMENT CHARGES (enter on lines 103, Section J and 502, Section K)			1,136.27

CHICAGO TITLE  
 MAY 10 1991  
 ROW ACQUISITION

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

Borrower: City of San Antonio      Seller: North Plaza Office Center Joint Venture

The HUD-1 Settlement Statement which I have prepared is a true and accurate account of this transaction. I have caused or will cause funds to be disbursed in accordance with this statement.

Settlement Agent: \_\_\_\_\_ Date: \_\_\_\_\_

/dow 04/10/91

Parcel: 13205

Project: Wetmore Road Reconstruction - Thousand Oaks to City Limits

SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, ALVIN A. KRUEGER and wife, HERIHA C. KRUEGER, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of FIVE THOUSAND ONE HUNDRED AND NO/100 (\$5,100.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

BEING 0.028 acres (1202 square feet) of land out of a 0.44 acre tract of land described in a deed recorded in Volume 2135, Page 588 of the Deed Records of Bexar County, out of New City Block 15679, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

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

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

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

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

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

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

COMMERCE LAND TITLE COMPANY OF SAN ANTONIO, INC. shall act as escrow agent and the SELLERS upon demand by the PURCHASER agree to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 60 days after the date of the delivery of such deed.

The agreed purchase price in the amount of \$5,100.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 23 day of April, A.D., 1991.

WITNESS:

*Jane St. Hys*

*Alvin A Krueger*  
ALVIN A. KRUEGER

*Jane St. Hys*

*Hertha C Krueger*  
HERIHA C. KRUEGER

ADDRESS OF OWNER:

13571 Wetmore

SA Tr 78247

ADDRESS OF PARCEL:

13571 Wetmore

SA Tr 78247

ACCEPTED:

CITY OF SAN ANTONIO

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

REAL ESTATE MANAGER  
REAL ESTATE DIVISION

FIELD NOTES FOR 0.028 ACRES OF LAND IN BEXAR COUNTY, TEXAS  
(For Right-of-Way Acquisition)  
PARCEL NO. 13205

Being 0.028 acres (1202 square feet) of land out of a 0.44 acre tract of land described in a deed recorded in Volume 2135, Page 588 of the Deed Records of Bexar County, out of New City Block 15679, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod in the West right-of-way of Wetmore Road for the Southeast corner of this tract being the Northeast corner of a 1.016 acre tract as recorded in Volume 4631, Page 1112 of the Official Public Records of Real Property of Bexar County, Texas;

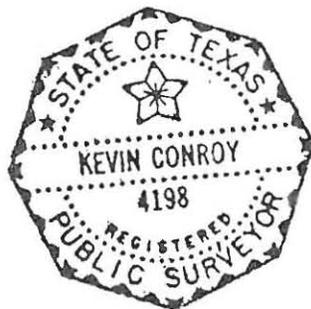
THENCE North  $54^{\circ} 13' 43''$  West, a distance of 11.42 feet with the North line of said 1.016 acre tract to a set iron rod for the Southwest corner of this tract and a point of curvature;

THENCE curving to the left with a radial bearing and distance of North  $58^{\circ} 54' 23''$  West, a distance of 857.00 feet, a central angle of  $05^{\circ} 11' 29''$ , and an arc length of 77.65 feet to a set iron rod for the Northwest corner of this tract and a point of tangency in the South line of a 0.602 acre tract as recorded in Volume 7213, Page 846 of the Deed Records of Bexar County, Texas;

THENCE South  $54^{\circ} 13' 43''$  East, a distance of 20.98 feet with said South line to a found iron rod in the existing West right-of-way of Wetmore Road for the Northeast corner of this tract;

THENCE South  $35^{\circ} 34' 28''$  West, a distance of 77.00 feet with the existing West right-of-way of Wetmore Road to the POINT OF BEGINNING and containing 0.028 acres of land, more or less, in Bexar County, Texas.

C. A. BOLNER & ASSOCIATES, INC.



*Kevin Conroy*  
Kevin A. Conroy, R.P.L. #4198  
April 23, 1990

RECEIVED  
APR 26 1990

ROW ACQUISITION

EXHIBIT "A"



and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this the 1 day of July, A.D., 1991.

Alvin A. Krueger  
ALVIN A. KRUEGER

Hertha C. Krueger  
HERIHA C. KRUEGER

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 1st day of July, 1991 by ALVIN A. KRUEGER and wife, HERIHA C. KRUEGER.

James W. Heyman  
NOTARY PUBLIC in and for the State of  
T E X A S

James W. Heyman  
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 8-20-93

VOIS 102 PAGE 1638

FIELD NOTES FOR 0.028 ACRES OF LAND IN BEXAR COUNTY, TEXAS

(For Right-of-Way Acquisition)

PARCEL NO. 13205

Being 0.028 acres (1202 square feet) of land out of a 0.44 acre tract of land described in a deed recorded in Volume 2135, Page 588 of the Deed Records of Bexar County, out of New City Block 15679, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod in the West right-of-way of Wetmore Road for the Southeast corner of this tract being the Northeast corner of a 1.016 acre tract as recorded in Volume 4631, Page 1112 of the Official Public Records of Real Property of Bexar County, Texas;

THENCE North 54° 13' 43" West, a distance of 11.42 feet with the North line of said 1.016 acre tract to a set iron rod for the Southwest corner of this tract and a point of curvature;

THENCE curving to the left with a radial bearing and distance of North 58° 54' 23" West, a distance of 857.00 feet, a central angle of 05° 11' 29", and an arc length of 77.65 feet to a set iron rod for the Northwest corner of this tract and a point of tangency in the South line of a 0.602 acre tract as recorded in Volume 7213, Page 846 of the Deed Records of Bexar County, Texas;

THENCE South 54° 13' 43" East, a distance of 20.98 feet with said South line to a found iron rod in the existing West right-of-way of Wetmore Road for the Northeast corner of this tract;

THENCE South 35° 34' 28" West, a distance of 77.00 feet with the existing West right-of-way of Wetmore Road to the POINT OF BEGINNING and containing 0.028 acres of land, more or less, in Bexar County, Texas.

C. A. BOLNER & ASSOCIATES, INC.



*Kevin Conroy*  
Kevin A. Conroy, R.P.L. #4198  
April 23, 1990

RECEIVED  
APR 26 1990

ROW ACQUISITION

VOL 102 PAGE 1639

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

1991 JUL -3 PM 3:10

Any provision herein which restricts the sale, rental, or use of the described real property because of race is invalid and unenforceable under Federal Law.  
STATE OF TEXAS, COUNTY OF B. XAR )

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

JUL 5 1991



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

/dow 04/10/91  
/mvm 04/23/91

Parcel: 13206

Project: Wetmore Road Reconstruction - Thousand Oaks to City Limits

SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, NELWYNN J. HILLIARD, as her sole and separate property, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of NINE THOUSAND SEVEN HUNDRED AND NO/100 (\$9,700.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

BEING 0.074 acres (3213 square feet) of land out of a 0.602 acre tract as recorded in Volume 7213, Page 846 of the Deed Records of Bexar County, out of New City Block 15679, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

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

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

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

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

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

COMMERCE LAND TITLE COMPANY OF SAN ANTONIO, INC. shall act as escrow agent and the SELLER upon demand by the PURCHASER agree to deliver such deed duly executed to the escrow agent at its San Antonio office and to surrender possession of the above described premises to the buyer not later than 60 days after the date of the delivery of such deed.

The agreed purchase price in the amount of \$9,700.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as a tenants at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 24 day of April, A.D., 1991.

WITNESS:

*Sam St. Hymon*

*Nelwyn J. Hilliard*  
NELWYNN J. HILLIARD

ADDRESS OF OWNER:

*513 Moorside SA, Tx. 78239-2537*

ADDRESS OF PARCEL:

*13589 Wetmore*

*SA Tx 78247*

ACCEPTED:

CITY OF SAN ANTONIO

BY:

REAL ESTATE MANAGER  
REAL ESTATE DIVISION

FIELD NOTES FOR 0.074 ACRES OF LAND IN BEXAR COUNTY, TEXAS

(For Right-of-Way Acquisition)

PARCEL NO. 13206

Being 0.074 acres (3213 square feet) of land out of a 0.602 acre tract as recorded in Volume 7213, Page 846 of the Deed Records of Bexar County, out of New City Block 15679, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod for the Southeast corner of this tract also being the Southeast corner of the 0.602 acre tract;

THENCE North  $54^{\circ} 13' 43''$  West, a distance of 20.98 feet with the South line of said 0.602 acre tract to a set iron rod for the Southwest corner of this tract and a point of curvature;

THENCE curving to the left with a radial bearing and distance of North  $64^{\circ} 05' 52''$  West, a distance of 857.00 feet, a central angle of  $07^{\circ} 13' 25''$ , and an arc length of 108.05 feet to a set iron rod in the North line of the 0.602 acre tract for a point of tangency for the Northwest corner of this tract;

THENCE South  $54^{\circ} 13' 43''$  East, a distance of 39.57 feet with said North line to a found iron rod for the Northeast corner of the 0.602 acre tract and this tract, being in the existing West right-of-way of Wetmore Road for a point of curvature;

THENCE curving to the right with a radial bearing and distance of North  $63^{\circ} 38' 52''$  West, a distance of 481.07 feet, a central angle of  $09^{\circ} 13' 19''$ , and an arc length of 77.43 feet to a set iron rod for a point of tangency;

THENCE South  $35^{\circ} 34' 28''$  West, a distance of 27.92 feet with the existing West right-of-way of Wetmore Road to the POINT OF BEGINNING and containing 0.074 acres of land, more or less, in Bexar County, Texas.

C. A. BOLNER & ASSOCIATES, INC.



*Kevin Conroy*  
Kevin A. Conroy, R.P.L.S. #4198  
April 23, 1990

RECEIVED  
APR 26 1990  
ROW ACQUISITION

2100495

/dow 05/29/91

Parcel: 13206

Return to:

Project: Wetmore Road Reconstruction -  
Thousand Oaks to City Limits

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

WARRANTY DEED

\* \* \* \* \*

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

THAT, NELWYNN J. HILLIARD, owning, occupying and claiming other property as her homestead, hereinafter referred to as "GRANTOR", of the County of Bexar, State of Texas, for and in consideration of the sum of NINE THOUSAND SEVEN HUNDRED AND NO/100 (\$9,700.00) DOLLARS, to her in hand paid by the GRANTEE, the receipt of which is hereby acknowledged, has GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as "GRANTEE", a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

BEING 0.074 acres (3213 square feet) of land out of a 0.602 acre tract as recorded in Volume 7213, Page 846 of the Deed Records of Bexar County, out of New City Block 15679, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof.

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

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and GRANITOR does hereby bind herself, her heirs, successors and assigns to WARRANT and FOREVER DEFEND all and

VOL 5093 PAGE 1214

singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

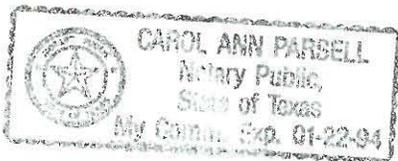
EXECUTED this the 14th day of June, A.D., 1991.

*Nelwynn J. Hilliard*  
NELWYNN J. HILLIARD, owning, occupying and claiming other property as her homestead

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 21st day of June, 1991 by NELWYNN J. HILLIARD.

*Carol Ann Parsell*  
NOTARY PUBLIC in and for the State of TEXAS



NOTARY'S PRINTED NAME

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

FIELD NOTES FOR 0.074 ACRES OF LAND IN BEXAR COUNTY, TEXAS

(For Right-of-Way Acquisition)

PARCEL NO. 13206

Being 0.074 acres (3213 square feet) of land out of a 0.602 acre tract as recorded in Volume 7213, Page 846 of the Deed Records of Bexar County, out of New City Block 15679, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod for the Southeast corner of this tract also being the Southeast corner of the 0.602 acre tract;

THENCE North  $54^{\circ} 13' 43''$  West, a distance of 20.98 feet with the South line of said 0.602 acre tract to a set iron rod for the Southwest corner of this tract and a point of curvature;

THENCE curving to the left with a radial bearing and distance of North  $64^{\circ} 05' 52''$  West, a distance of 857.00 feet, a central angle of  $07^{\circ} 13' 25''$ , and an arc length of 108.05 feet to a set iron rod in the North line of the 0.602 acre tract for a point of tangency for the Northwest corner of this tract;

THENCE South  $54^{\circ} 13' 43''$  East, a distance of 39.57 feet with said North line to a found iron rod for the Northeast corner of the 0.602 acre tract and this tract, being in the existing West right-of-way of Wetmore Road for a point of curvature;

THENCE curving to the right with a radial bearing and distance of North  $63^{\circ} 38' 52''$  West, a distance of 481.07 feet, a central angle of  $09^{\circ} 13' 19''$ , and an arc length of 77.43 feet to a set iron rod for a point of tangency;

THENCE South  $35^{\circ} 34' 28''$  West, a distance of 27.92 feet with the existing West right-of-way of Wetmore Road to the POINT OF BEGINNING and containing 0.074 acres of land, more or less, in Bexar County, Texas.

C. A. BOLNER & ASSOCIATES, INC.



*Kevin Conroy*  
Kevin A. Conroy, R.P.L.S.#4198  
April 23, 1990

RECEIVED  
APR 26 1990  
ROW ACQUISITION

VOL 5 093 PAGE 1216

*[Handwritten signature]*

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

1991 JUN 24 PM 2: 34

COUNTY CLERK BEAR COUNTY, TEXAS

*[Handwritten signature]*



JUN 25 1991

Any provision herein which restricts the sale, rental, or use of the described REAL PROPERTY because of race, color, religion, sex, handicap, familial status, or national origin, is invalid and unenforceable under FEDERAL LAW, 42 U.S.C. 3601-3606, and the provisions of THE STATE OF TEXAS FEDERAL LAW, 31.121-31.129. I hereby certify that this instrument was FILED in the Public Records of Bear County, Texas on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Bear County, Texas on the Number Sequence in the

*[Handwritten signature]*

/dow 03/19/91

2098218

Parcel: 13216

Return to:

Project: Wetmore Road Reconstruction Project

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

EASEMENT - DEDICATION  
(Permanent)

STATE OF TEXAS }  
                                          {  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

That, **DENTON DEVELOPMENT COMPANY, INC., a/k/a DENTON INDUSTRIES, a/k/a DENTON PROPERTIES**, hereinafter referred to as "**GRANTOR**", dedicates to the **CITY OF SAN ANTONIO**, Bexar County, Texas, hereinafter referred to as "**GRANTEE**", whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, an easement and right-of-way (20') feet in width for storm drainage with all necessary laterals or desirable appurtenances, over, across, under, and upon the following described lands located in Bexar County, Texas, to-wit:

**BEING** 0.007 acres (300 square feet) of land out of a 2.7402 acre tract as shown in Volume 4663, Page 1410 of the Official Public Records of Real Property of Bexar County, out of the New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof.

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

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

And GRANITOR does hereby binds itself, its legal representatives, successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the above described easement and rights unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof; and subject to all liens and encumbrances of record on date hereof.

WITNESS 23 hand, this the 23 day of April, A.D., 1991.

DENTON DEVELOPMENT COMPANY, INC., a/k/a  
DENTON INDUSTRIES, a/k/a DENTON PROPERTIES

BY: [Signature]

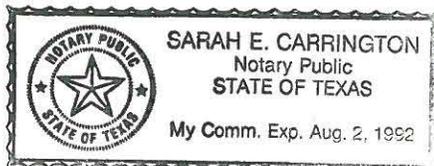
The undersigned lienholder hereby agrees to the granting of the above described easement and hereby subordinates its lien thereto.

GROOS BANK, N.A.

BY: [Signature]

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 23 day of April, 1991 by Lloyd A. Denton, Jr., Vice President of DENTON DEVELOPMENT COMPANY, INC., a/k/a DENTON INDUSTRIES, a/k/a DENTON PROPERTIES.



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

SARAH E. CARRINGTON  
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: Aug. 2, 1992

VOIS 089 PAGE 2060

STATE OF TEXAS }  
{  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 24th day of April, 1991 by Eugene D. Peterson, Sr. V.P. of GROOS BANK, N.A., on behalf of said Bank.

ORIGINAL DIM



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

Susan Blanton  
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: 12/7/93

FIELD NOTES FOR 0.007 ACRES OF LAND IN BEXAR COUNTY, TEXAS

(For a 15 foot x 20 foot Drainage Easement)

PARCEL NO. 13216

Being 0.007 acres (300 square feet) of land out of a 2.7402 acre tract as shown in Volume 4663, Page 1410 of the Official Public Records of Real Property of Bexar County, out of the New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East right-of-way of Bulverde Road from which the Northwest corner of the aforementioned 2.7402 acre tract bears North 24° 33' 27" East, a distance of 10.68 feet;

THENCE South 65° 26' 33" East, a distance of 15.00 feet to a point;

THENCE South 24° 33' 27" West, a distance of 20.00 feet to a point;

THENCE North 65° 26' 33" West, a distance of 15.00 feet to a point in the East right-of-way of Bulverde Road;

THENCE North 24° 33' 27" East, a distance of 20.00 feet with the East right-of-way of Bulverde Road to the POINT OF BEGINNING and containing 0.007 acres of land, more or less, in Bexar County, Texas.



C. A. BOLNER & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read "Kevin A. Conroy".

Kevin A. Conroy, R.P.L.S.#4198  
April 23, 1990

Handwritten initials "AK" and the date "5-3-91" written in black ink.

RECEIVED  
APR 26 1990

ROW ACQUISITION

VOL 5089 PAGE 2062

EXHIBIT "A"

*[Signature]*  
FILED IN MY OFFICE  
ROBERT D. GREEN  
COUNTY CLERK BEXAR CO

1991 JUN 19 AM 10:49

Any provision herein which restricts the sale, rental or use of the described REAL PROPERTY because of Race Color or Religion is hereby rejected and unenforceable under FEDERAL LAW 42 USC 1982 and the Official Public Records of Real Property of Bexar County, Texas on this date and at the time stamped herein by me, and was duly RECORDED in the  
COUNTY OF BEXAR TEXAS  
Sequence or  
FILED in File Number  
JUN 19 1991  
and was duly RECORDED in the



*Raeann A Green*  
COUNTY CLERK  
BEXAR COUNTY, TEXAS

Return to:

132/6

Real Estate Division

City of San Antonio

P. O. Box 839266

San Antonio, Tx. 78283-2966

CERTIFICATE OF CORPORATE RESOLUTION

2098219

I, Ann Denton Wells, the Secretary of DENTON DEVELOPMENT COMPANY, INC. ("DENTON"), a Texas corporation, do hereby certify that said corporation is duly organized and existing under the laws of the State of Texas; that all franchise and other taxes required to maintain its corporate existence have been paid when due and that no such taxes are delinquent; that no proceedings are pending for the forfeiture of its Certificate of Incorporation or for its dissolution, voluntarily or involuntarily; that it is duly qualified to do business and is in good standing in the State of Texas; that there is no provision of the Articles of Incorporation or By-Laws of said corporation limiting the power of the Board of Directors to pass the resolutions set out below and that the same is in conformity with the provisions of said Articles of Incorporation and By-Laws; that the Secretary is the keeper of the records and minutes of the proceedings of the Board of Directors of said corporation and that the following resolutions have been duly and legally passed and adopted by the Board of Directors and that the same have not been altered, amended, rescinded or repealed and are now in full force and effect:

WHEREAS, the CITY OF SAN ANTONIO ("CITY") has approached DENTON to request dedication of a permanent easement described in Exhibit A and DENTON desires to dedicate this easement; now, therefore, be it,

RESOLVED: That Lloyd A. Denton, Jr., Vice President of the Corporation is hereby authorized on behalf of and in the name of the Corporation to dedicate the easement described in Exhibit A.

RESOLVED: That this Corporation ratifies the action previously taken by Lloyd A. Denton, Jr. in connection with the above easement.

RESOLVED: That a copy of the foregoing resolutions, certified by the Secretary of the Corporation be delivered to the CITY.

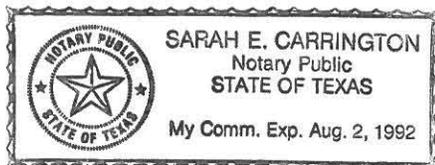
IN WITNESS WHEREOF, this certification has been signed on behalf of the Corporation as of the 30th day of April 1991.

Ann Denton Wells  
Ann Denton Wells, Secretary

STATE OF TEXAS

COUNTY OF BEXAR

This instrument was acknowledged before me on the 30th day of April 1991 by Ann Denton Wells.



Sarah E. Carrington  
Notary Public, State of Texas

RECEIVED  
MAY 01 1991

VOL 5089 PAGE 2064

/dow 03/22/91

Parcel: 13216

Project: Wetmore Road Recon-  
struction Project

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

(DEDICATION)

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

THAT, DENTON DEVELOPMENT COMPANY, INC., a/k/a DENTON INDUSTRIES, a/k/a DENTON PROPERTIES, as "GRANTOR", hereby declare its intention to make a Dedication, and does hereby GRANT, CONVEY and DEDICATE, to the CITY OF SAN ANTONIO, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "GRANTEE", whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for and in consideration of the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described land, being more particularly described, to-wit:

TRACT 1:

BEING 0.013 acres (585 square feet) of land out of a 2.7402 acre tract as shown in Volume 4663, Page 1410 of the Official Public Records of Real Property of Bexar County, out of New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

TRACT 2:

BEING 0.003 acres (139 square feet) of land out of a 2.7402 acre tract as shown in Volume 4663, Page 1410 of the Official Public Records of Real Property of Bexar County, out of New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "B" attached hereto and made a part hereof;

for the purpose of using said land for any and all things necessary for the construction of the City of San Antonio's proposed street widening improvements

located adjacent to and/or in the immediate vicinity of this temporary construction and grading easement, along with the right to make permanent changes, including, but not limited to one or more of the following:

- a. cuts,
- b. deposit fill material,
- c. levelling,
- d. and/or grading

as necessary.

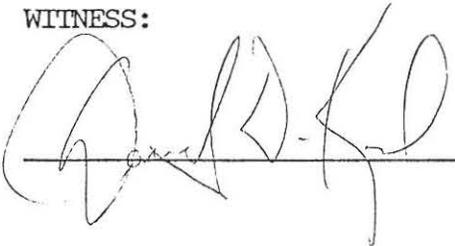
In consideration of this grant, the GRANTEE expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its previous condition except for allowed permanent changes.

**TERM:** This easement shall expire upon the completion of construction without further action. However, in no event shall it remain in effect longer than three (3) years after the date hereof.

TO HAVE AND TO HOLD the above described easement and right unto the CITY OF SAN ANTONIO, its successors and assigns, during the term of this easement, and GRANTORS does hereby bind itself, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is made by, through or under GRANTOR, but not otherwise.

EXECUTED this the 23 day of April, A.D. 1991.

WITNESS:



\_\_\_\_\_

DENTON DEVELOPMENT COMPANY, a/k/a DENTON INDUSTRIES, a/k/a DENTON PROPERTIES

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



FIELD NOTES FOR 0.013 ACRES OF LAND IN BEXAR COUNTY, TEXAS

(For a Temporary Construction and Grading Easement)

PARCEL NO. 13216

Being 0.013 acres (585 square feet) of land out of a 2.7402 acre tract as shown in Volume 4663, Page 1410 of the Official Public Records of Real Property of Bexar County, out of New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the East right-of-way of Bulverde Road from which a found iron rod for the Northwest corner of the aforementioned 2.7402 acre tract bears North 24° 33' 27" East, a distance of 30.68 feet;

THENCE South 65° 26' 33" East, a distance of 13.00 feet to a point;

THENCE South 24° 33' 27" West, a distance of 45.00 feet to a point;

THENCE North 65° 26' 33" West, a distance of 13.00 feet to a point in the East right-of-way of Bulverde Road;

THENCE North 24° 33' 27" East, a distance of 45.00 feet with the East right-of-way of Bulverde Road to the POINT OF BEGINNING and containing 0.013 acres of land, more or less, in Bexar County, Texas.



C. A. BOLNER & ASSOCIATES, INC.

*Kevin A. Conroy*  
Kevin A. Conroy, R.P.L.S.#4198  
April 23, 1990

RECEIVED  
APR 26 1990

ROW ACQUISITION

FIELD NOTES FOR 0.003 ACRES OF LAND IN BEXAR COUNTY, TEXAS  
(For a Temporary Construction and Grading Easement)  
PARCEL NO. 13216

Being 0.003 acres (139 square feet) of land out of a 2.7402 acre tract as shown in Volume 4663, Page 1410 of the Official Public Records of Real Property of Bexar County, out of New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:  
BEGINNING at a found iron rod in the East right-of-way of Bulverde Road for the Northwest corner of this tract and the 2.7402 acre tract;  
THENCE South 65° 26' 33" East, a distance of 13.00 feet to a point;  
THENCE South 24° 33' 27" West, a distance of 10.68 feet to a point;  
THENCE North 65° 26' 33" West, a distance of 13.00 feet to a point in the East right-of-way of Bulverde Road;  
THENCE North 24° 33' 27" East, a distance of 10.68 with the East right-of-way of Bulverde Road to the POINT OF BEGINNING and containing 0.003 acres of land, more or less, in Bexar County, Texas.



C. A. BOLNER & ASSOCIATES, INC.

*Kevin A. Conroy*

Kevin A. Conroy, R.P.L.S.#4198  
April 23, 1990

*5-3-91*  
*[Signature]*

RECEIVED  
APR 26 1990

ROW ACQUISITION

/dow 03/19/91

Parcel: 13217

Project: Wetmore Road Recon-  
struction Project

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

(DEDICATION)

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

THAT, DENTON DEVELOPMENT COMPANY, INC., a/k/a DENTON INDUSTRIES, a/k/a DENTON PROPERTIES, as "GRANTOR", hereby declare its intention to make a Dedication, and does hereby GRANT, CONVEY and DEDICATE, to the CITY OF SAN ANTONIO, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "GRANTEE", whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for and in consideration of the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described land, being more particularly described, to-wit:

BEING 0.061 acres (2638 square feet) of land out of the remaining portion of a 25.397 acre tract as recorded in Volume 8265, Page 174 of the Deed Records of Bexar County, and out of New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

for the purpose of using said land for any and all things necessary for the construction of the City of San Antonio's proposed street widening improvements located adjacent to and/or in the immediate vicinity of this temporary construction and grading easement, along with the right to make permanent changes, including, but not limited to one or more of the following:

- a. cuts,
- b. deposit fill material,
- c. levelling, or
- d. and/or grading

as necessary.

FIELD NOTES FOR 0.061 ACRES OF LAND IN BEXAR COUNTY, TEXAS  
(For a Temporary Construction and Grading Easement)  
PARCEL NO. 13217

Being 0.061 acres (2638 square feet) of land out of the remaining portion of a 25.397 acre tract as recorded in Volume 7265, Page 174 of the Deed Records of Bexar County, and out of New City Block 15680, City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a found iron rod for the Northwest corner of this tract and the Southwest corner of a 3.00 foot dedication of Lot 29, Briarwick Commercial Unit 1 as recorded in Volume 9000, Page 68 of the Plat Records of Bexar County, Texas;

THENCE South 65° 26' 33" East, a distance of 13.00 feet to a point for the Northeast corner of this tract;

THENCE South 24° 33' 27" West, a distance of 202.90 feet to a point for the Southeast corner of this tract;

THENCE North 65° 76' 33" West, a distance of 13.00 feet to a point in the East right-of-way of Bulverde Road for the Southwest corner of this tract;

THENCE North 24° 33' 27" East, a distance of 202.90 feet with the East right-of-way of Bulverde Road to the POINT OF BEGINNING and containing 0.061 acres of land, more or less, in Bexar County, Texas.



C. A. BOLNER & ASSOCIATES, INC.

*Kevin Conroy*  
Kevin A. Conroy, R.P.L.S.#4198  
April 23, 1990

*5/3/91*  
*JSP*

RECEIVED  
APR 26 1990

ROW ACQUISITION

/dow 03/19/91

Parcel: 13219

Project: Wetmore Road Recon-  
struction Project

TEMPORARY CONSTRUCTION AND GRADING EASEMENT

(DEDICATION)

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

THAT, DENION DEVELOPMENT COMPANY, INC., a/k/a DENION INDUSTRIES, a/k/a DENION PROPERTIES, as "GRANTOR", hereby declare its intention to make a Dedication, and does hereby GRANT, CONVEY and DEDICATE, to the CITY OF SAN ANTONIO, a municipal corporation, of Bexar County, Texas, hereinafter referred to as "GRANTEE", whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, for and in consideration of the benefits which will accrue to GRANTOR, to GRANTOR'S other property and to the public generally, the following described land, being more particularly described, to-wit:

BEING 0.042 acres (1828 square feet) of land out of Lot 29, Block 5, County Block 5014, BRIARWICK COMMERCIAL UNIT 1 as recorded in Volume 9000, Page 68 of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

for the purpose of using said land for any and all things necessary for the construction of the City of San Antonio's proposed street widening improvements located adjacent to and/or in the immediate vicinity of this temporary construction and grading easement, along with the right to make permanent changes, including, but not limited to one or more of the following:

- a. cuts,
- b. deposit fill material,
- c. levelling, or
- d. and/or grading

as necessary.

In consideration of this grant, the GRANTEE expressly agrees that it will remove from said land all surplus material and will cause said land to be left as nearly as possible in its previous condition except for allowed permanent changes.

TERM: This easement shall expire upon the completion of construction without further action. However, in no event shall it remain in effect longer than three (3) years after the date hereof.

TO HAVE AND TO HOLD the above described easement and right unto the CITY OF SAN ANTONIO, its successors and assigns, during the term of this easement, and GRANTORS does hereby bind itself, its legal representatives, successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, when the claim is made by, through or under GRANTOR, but not otherwise.

EXECUTED this the 23 day of April, A.D. 1991.

WITNESS:

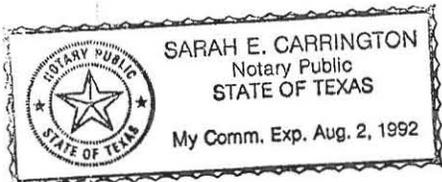
DENION DEVELOPMENT COMPANY, a/k/a DENION INDUSTRIES, a/k/a DENION PROPERTIES

[Signature]

BY: [Signature]

STATE OF TEXAS }  
                          }  
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 23 day of April, 1991 by Lloyd A. Denton, Jr., Vice President on behalf of DENION DEVELOPMENT COMPANY, a/k/a DENION INDUSTRIES, a/k/a DENION PROPERTIES.



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

SARAH E. CARRINGTON  
NOTARY'S PRINTED NAME

MY COMMISSION EXPIRES: Aug. 2, 1992

FIELD NOTES FOR 0.042 ACRES OF LAND IN BEXAR COUNTY, TEXAS  
(For a Temporary Construction and Grading Easement)  
PARCEL NO. 13219

Being 0.042 acres (1828 square feet) of land out of Lot 29, Block 5, County Block 5014, Briarwick Commercial Unit 1 as recorded in Volume 9000, Page 68 of the Plat Records of Bexar County, Texas and being more particularly described by metes and bounds as follows:

BEGINNING at a point in the South right-of-way of Bulverde Road from which the intersection of Bulverde Road and Briarcrest Drive bears with the right-of-way of Bulverde Road curving to the left with a radius of 1316.57 feet, an arc length of 100.99 feet and a central angle of  $04^{\circ} 23' 42''$ ;

THENCE South  $66^{\circ} 32' 31''$  East, a distance of 10.00 feet to a point of curvature and the Eastern most corner of this tract;

THENCE curving to the right with a radial bearing and distance of North  $66^{\circ} 32' 31''$  West, a distance of 1326.57 feet, a central angle of  $01^{\circ} 05' 58''$ , and an arc length 25.46 feet to a point of tangency;

THENCE South  $24^{\circ} 33' 27''$  West, a distance of 157.47 feet to the Southern most corner of this tract;

THENCE North  $65^{\circ} 26' 33''$  West, a distance of 10.00 feet to the Western most corner of this tract, also being the South right-of-way of Bulverde Road;

THENCE with the South right-of-way of Bulverde Road North  $24^{\circ} 33' 27''$  East, a distance of 157.47 feet to a point of curvature;

THENCE curving to the left with a radius of 1316.57 feet, a central angle of  $01^{\circ} 05' 58''$ , and an arc length of 25.27 feet to the POINT OF BEGINNING and containing 0.042 acres of land, more or less, in Bexar County, Texas.



C. A. BOLNER & ASSOCIATES, INC.

*Kevin Conroy*  
Kevin A. Conroy, R.P.S.#4198  
April 23, 1990

*5-3-91*  
*[Signature]*

RECEIVED  
APR 26 1990



SALES AGREEMENT

Page 2

Parcel - 13278

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

The agreed purchase price in the amount of \$373.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as tenant at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 2 day of May, A.D., 1991.

WITNESS:

Royce [Signature]

Rosalinda A. Martinez  
ROSALINDA G. MARTINEZ

A SINGLE  
WIDOW

[Signature]  
(RM)

SALES AGREEMENT

Page 3

Parcel - 13278

OWNER ADDRESS:

639 Ashley  
San Antonio, Texas 78221-3507

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY:

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

PARCEL NO. 13278  
METES AND BOUNDS FOR  
A 0.007 ACRE TRACT  
ASHLEY ROAD  
(BASCUM BLVD. TO S. FLORES)  
BEXAR COUNTY, TEXAS  
JULY 1, 1990

Being a 0.007 acre tract out of Lot 21, Block 8, N.C.B. 11209 out of the Shadyside Acres Subdivision as recorded in Volume 2805, Page 212 of the Deed and Plat Records of Bexar County, Texas and further described by Warranty Deed conveyed from Arthur Garza, Jr., Arlene G. Johnson, Et. Al. to Rosalinda G. Martinez and recorded in Volume 3282, Page 918 of the Real Property Records of Bexar County, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the existing north right-of-way line of Ashley Road, said point also being the southwest corner of said Lot 21;

THENCE, along the west line of said Lot 21, N 00° 12' 00" E, (N 00° 05' W, recorded), a distance of 5.00 feet to the proposed 60-foot right-of-way line;

THENCE, along said proposed line, S 89° 48' 00" E, a distance of 63.00 feet to a point on the east line of said Lot 21;

THENCE, along said east line, S 00° 12' 00" W (S 00° 05' E, recorded), a distance of 5.00 feet to a point on the existing north right-of-way line of Ashley Road, said point also being the southeast corner of said Lot 21;

THENCE, along said existing right-of-way line, N 89° 48' 00" W, (N 89° 55' W, recorded), a distance of 63.00 feet to the POINT OF BEGINNING and containing 315.00 square feet or 0.007 acres, more or less.



*Samuel M. Galindo*  
Samuel M. Galindo  
Registered Professional Land  
Surveyor #3250

Date: July 1, 1990

*RM*  
*5-1-91*  
RECEIVED  
AUG 01 1990

/gl 04/09/91  
/gl 05/06/91

PROJECT: Ashley Road Reconstruction -  
Bascum Blvd. to S. Flores

PARCEL: 13292

SALES AGREEMENT

\* \* \* \* \*

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

THAT, ERLINDA O. SILVA and husband, GUADALUPE JUAN SILVA, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of NINE HUNDRED EIGHT AND NO/100 (\$908.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being .013 acre tract of land out of a 1.157 acres out of tract 3, out of the MANUEL LEAL SURVEY NO. 30, Abstract 419, New City Block 11153, as more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS: The City of San Antonio, through its Contractor, shall relocate existing fence, if any, to revised boundary line. Said fence shall be reinstalled to be as good or better than existing condition. The City through its Contractors will install two driveway approaches at their present location.

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

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

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

SALES AGREEMENT

Page 2

Parcel - 13292

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

The agreed purchase price in the amount of \$908.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

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

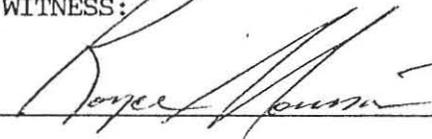
SELLERS will pay all taxes on the herein above described property, including those assessed or to be assessed for the current year; provided that current taxes are to be prorated as of the date of the delivery of the deed.

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

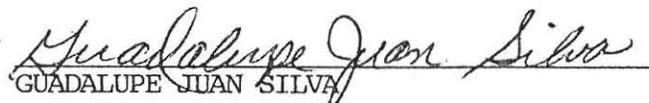
Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, in lieu of completing the purchase of said property, may proceed to acquire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

EXECUTED this the 6 day of May, A.D., 1991.

WITNESS:

  
\_\_\_\_\_

X   
ERLINDA O. SILVA 464-94-1690

X   
GUADALUPE JUAN SILVA  
460-86-0077

SALES AGREEMENT  
Page 3  
Parcel - 13292

OWNER ADDRESS:

919 Ashley Road  
San Antonio, Texas 78221

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY:

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

PARCEL NO. 13292  
METES AND BOUNDS FOR  
A 0.013 ACRE TRACT  
ASHLEY ROAD  
(BASCUM BLVD. TO S. FLORES)  
BEXAR COUNTY, TEXAS  
JULY 1, 1990

Being a 0.013 acre tract of land out of 1.157 acres out of TRACT 3, out of the Manuel Leal Survey No. 30, Abstract No. 419, N.C.B. 11153 and further described by Warranty Deed conveyed from Edward Ortiz and wife, Amelia Ortiz to Erlinda O. Silva and husband, Guadalupe Juan Silva, and recorded in Volume 4724, Page 1398 of the Real Property Records of Bexar County, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a found iron pin on the existing north right-of-way line of Ashley Road, said point being the common southwest corner of said 1.157 acre tract and the southeast corner of Lot 48, N.C.B. 11153, McLain Addition Subdivision, recorded in Volume 2222, Page 162 of the Deed and Plat Records of Bexar County, Texas, said corner also being the southwest corner of this tract;

THENCE, along the east line of said Lot 48 and the east line of said 1.157 acre tract N 12° 01' 00" W (N 12° 10' W recorded) a distance of 5.12 feet to the proposed 60-foot right-of-way line;

THENCE, along said proposed line, S 89° 48' 00" E, a distance of 111.95 feet to a point on the east line of said 1.157 acre tract; said point also being on the west line of a 0.276 acre tract known as Lot 3-A recorded in Volume 3724, Page 1282 of the Real Property Records of Bexar County, Texas;

THENCE, along said line S 12° 36' 00" E (S 12° 10' E recorded), a distance of 5.13 feet to a found iron pin on the existing north right-of-way line of Ashley Road; said point also being the southeast corner of said Lot 1.157 acre tract and the southwest corner of said Lot 3-A;

THENCE, along said right-of-way line, N 89° 48' 00" W (West recorded), a distance of 112.00 feet to the POINT OF BEGINNING and containing 560.00 square feet or 0.013 acres, more or less.



*Samuel M. Galindo*

Samuel M. Galindo  
Registered Professional Land  
Surveyor #3250

Date: July 1, 1990

EXHIBIT "A"

RECEIVED  
AUG 01 1990

/gl 04/11/91

PROJECT: Ashley Road Reconstruction -  
Bascum Blvd. to S. Flores

PARCEL: 13297

SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, W.H. SHIPMAN, a married man, owning, occupying and claiming other property as his homestead, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of FIVE THOUSAND EIGHT HUNDRED EIGHTY-EIGHT AND NO/100 (\$5,888.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 0.054 acre tract of land out of Lot 53, New City Block 11153, out of the SHIPMAN PROPERTY SUBDIVISION as recorded in Volume 7100, Page 238, of the Deed and Plat Records of Bexar County, Texas being more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS: The City of San Antonio, through its Contractor, shall relocate existing fence, if any, to revised boundary line. Said fence shall be reinstalled to be as good or better than existing condition. Also, Traffic Engineering recommends two (2) drive approaches (44' and 24' with 8' flares) 8' deep be included in the Ashley Street Reconstruction Project, Parcel No. 13297. The 24' drive should not be any closer than 3' from transformer. See Exhibit "B" attached hereto.

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

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

SALES AGREEMENT

Page 2

Parcel - 13297

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

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

The agreed purchase price in the amount of \$5,888.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as tenant at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 30<sup>th</sup> day of April, A.D., 1991.

WITNESS:

Royce Merritt

W.H. Shipman  
W.H. SHIPMAN, a married man

SALES AGREEMENT

Page 3

Parcel - 13297

OWNER ADDRESS:

P.O. Box 21458

San Antonio, Texas 78221-0458

ADDRESS OF PARCEL:

4647 ROOSEVELT AVE

ACCEPTED:

CITY OF SAN ANTONIO

BY:

---

WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

PARCEL NO. 13297  
METES AND BOUNDS FOR  
A 0.0054 ACRE TRACT  
ASHLEY ROAD  
(BASCUM BLVD. TO S. FLORES)  
BEXAR COUNTY, TEXAS  
JULY 1, 1990

Being a 0.054 acre tract of land out of Lot 53, N.C.B. 11153 out of the Shipman Property Subdivision as recorded in Volume 7100, Page 238 of the Deed and Plat Records of Bexar County, Texas and further described by Warranty Deed conveyed from Richard F. Branz and wife, Anna J., to W.H. Shipman and recorded in Volume 6987, Page 393 of said records of Bexar County, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point on the north right-of-way line of Ashley Road and the cutback of Roosevelt Ave.;

THENCE, along said north right-of-way line, N 89° 48' 00" W (West recorded), a distance of 471.00 feet to a point on the west line of Lot 53, said point also being the southwest corner of Lot 53;

THENCE, along said west line, N 12° 17' 36" W (N 12° 29' 36" W recorded), a distance of 5.12 feet to the proposed 60-foot right-of-way line;

THENCE, along said proposed line, S 89° 48' 00" E, a distance of 475.99 feet to a point on the cutback of Roosevelt Ave., said point also being on the east line of Lot 53;

THENCE, along said cutback, S 38° 00' 30" W (S 37° 48' 30" W recorded), a distance of 6.33 feet to the POINT OF BEGINNING and containing 2,367.00 square feet or 0.054 acres, more or less.



*Samuel M. Galindo*

Samuel M. Galindo  
Registered Professional Land  
Surveyor #3250

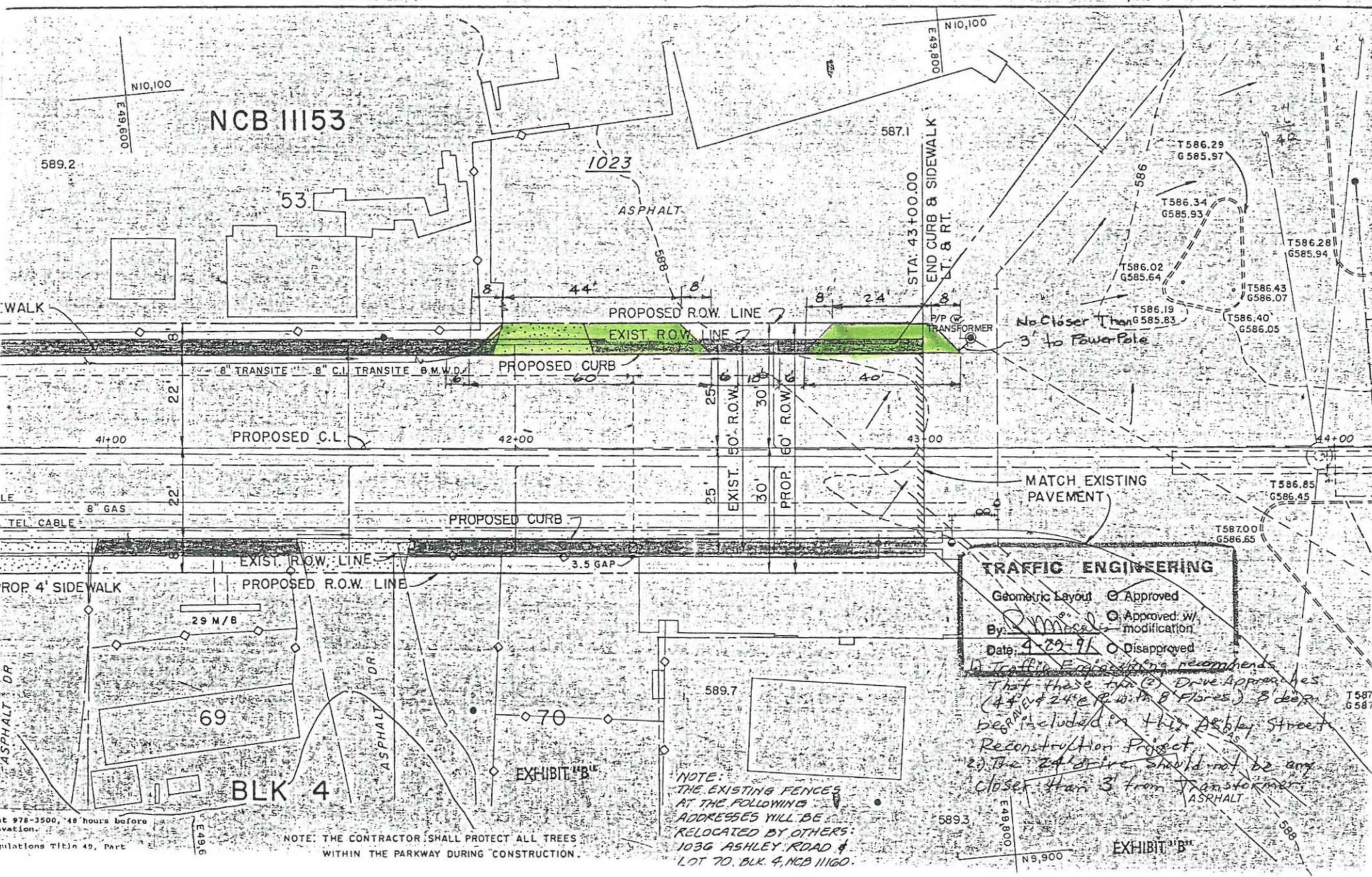
July 1, 1990

EXHIBIT "A"

RECEIVED  
AUG 01 1990

ROW ACQUISITION

NCB 11153



**TRAFFIC ENGINEERING**

Geometric Layout  Approved  
 By: *R. M. [Signature]*  Approved w/ modification  
 Date: *4-29-91*  Disapproved

*The Traffic Engineering recommends that these two (2) Drive Approaches (44' w/ 24" R.O.W. w/ 8' Fibers) be deep be included in this Ashley Street Reconstruction Project.*  
*2) The 24' drive should not be any closer than 3' from Transformer.*

NOTE:  
 THE EXISTING FENCES AT THE FOLLOWING ADDRESSES WILL BE RELOCATED BY OTHERS:  
 1036 ASHLEY ROAD & LOT 70, BLK. 4, NCB 11160.

NOTE: THE CONTRACTOR SHALL PROTECT ALL TREES WITHIN THE PARKWAY DURING CONSTRUCTION.

at 978-3500, 48 hours before cavation.  
 regulations Title 49, Part

EXHIBIT "B"

/gl 05/03/91

PROJECT: Ashley Road Reconstruction -  
Bascum Blvd. to S. Flores

PARCELS: 13314 and 13316

SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

*p.* 

THAT, SUTER D. WEBSTER and wife, MARGARET WEBSTER, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of FIVE HUNDRED TWENTY-NINE AND NO/100 (\$529.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Parcel 13314

Being a 0.009 acre tract out of Lot 41, Block 3, New City Block 11159, LIFSHUTZ SUBDIVISION NO. 1, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 177, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "A" attached hereto and made a part hereof,

Parcel 13316

Being a 0.009 acre tract out of Lot 43, Block 3, New City Block 11159, LIFSHUTZ SUBDIVISION NO. 1, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 177, Deed and Plat Records of Bexar County, Texas, being more particularly described in Exhibit "B" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS: The City of San Antonio, through its Contractor, shall relocate existing fence, if any, to revised boundary line. Said fence shall be reinstalled to be as good or better than existing condition. Also the City of San Antonio through its Contractors, will relocate the existing water cut-off valve to the revised property line at no expense to the SELLERS.

SALES AGREEMENT

Page 2

Parcels - 13314 and 13316

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

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

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

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

The agreed purchase price in the amount of \$529.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLERS retain possession after execution of such deed, said SELLERS do so as tenants at the will of the PURCHASER.

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

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

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

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

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

SALES AGREEMENT

Page 3

Parcels - 13314 and 13316

above stated, which price the SELLERS hereby declare to be the fair market value of their interest in said property.

EXECUTED this the 9th day of May, A.D., 1991.

WITNESS:

Royce McQueen  
\_\_\_\_\_

Suter D. Webster  
SUTER D. WEBSTER

Margaret P. Webster  
MARGARET P. WEBSTER

OWNER ADDRESS:

814 Ashley  
San Antonio, Texas 78221

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

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

WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

PARCEL NO. 13314  
METES AND BOUNDS FOR  
A 0.009 ACRE TRACT  
ASHLEY ROAD  
(BASCUM BLVD. TO S. FLORES)  
BEXAR COUNTY, TEXAS  
JULY 1, 1990

Being a 0.009 acre tract out of Lot 41, Block 3, N.C.B. 11159 out of the Lifshutz Subdivision No. 1, as recorded in Volume 2222, Page 177 of the Deed and Plat Records of Bexar County, Texas and further described by Warranty Deed conveyed from Jesse Vogt to Suter D. Webster and wife, Margaret, and recorded in Volume 1698, Page 320 of the Real Property Records of Bexar County, Texas. Said tract being more particularly described by metes and bounds as follows:

BEGINNING at a point of intersection of the south right-of-way line of Ashley Road with the east right-of-way line of Lucinda Drive (50' wide), said point also being the northwest corner of Lot 41;

THENCE, along said existing south right-of-way of Ashley Road, S 89° 48' 00" E, a distance of 75.00 feet to a point for the northeast corner of Lot 41;

THENCE, along the east line of said Lot 41, South, a distance of 5.00 feet to the proposed 60-foot right-of-way line;

THENCE, along said proposed line N 89° 48' 00" W, a distance of 64.96 feet to a point of curvature of a curve to the left;

THENCE, an arc length of 15.74 feet along said curve to the left, whose central angle is 90° 12' 00", a radius of 10.00 feet and a tangent of 10.04 feet to a point of tangency on the west line of said Lot 41, said point also being on the east right-of-way line of Lucinda Drive;

THENCE, along said east right-of-way line, North, a distance of 15.04 feet to the POINT OF BEGINNING and containing 397.00 square feet or 0.009 acres, more or less.



*Samuel M. Galindo*  
Samuel M. Galindo  
Registered Professional Land  
Surveyor #3250

Date: July 1, 1990

EXHIBIT "A"

RECEIVED  
AUG 01 1990

PARCEL NO. 13316  
METES AND BOUNDS FOR  
A 0.009 ACRE TRACT  
ASHLEY ROAD  
(BASCUM BLVD. TO S. FLORES)  
BEXAR COUNTY, TEXAS  
JULY 1, 1990

Being a 0.009 acre tract out of Lot 43, Block 3, N.C.B. 11159 out of the Lifshutz Subdivision No. 1 recorded in Volume 2222, Page 177 of the Deed and Plat Records of Bexar County, Texas and further described by Warranty Deed conveyed from Sam B. Lifshutz to Josefina Perez recorded in Volume 6647, Page 165 of the Deed Records of Bexar County, Texas. Said tract being particularly described by metes and bounds as follows:

BEGINNING at a point on the existing south right-of-way line of Ashley Road and the northwest corner of said Lot 43;

THENCE, along the existing right-of-way line, S 89° 48' 00" E, a distance of 75.00 feet to a point for the northeast corner of said Lot 43;

THENCE, along the east line of said Lot 43, South, a distance of 5.00 feet to the proposed 60-foot right-of-way line;

THENCE, along said proposed line, N 89° 48' 00" W, a distance of 75.00 feet to the west line of said Lot 43;

THENCE, along said west line, North, a distance of 5.00 feet to the POINT OF BEGINNING and containing 375.00 square feet or 0.009 acres, more or less.



*Samuel M. Galindo*

Samuel M. Galindo  
Registered Professional Land  
Surveyor #3250

Date: July 1, 1990

EXHIBIT "B"

RECEIVED  
AUG 01 1990

ROW ACQUISITION

/gl 05/03/91

PROJECT: Ashley Road Reconstruction -  
Bascum Blvd. to S. Flores

PARCEL: 13315

SALES AGREEMENT

\* \* \* \* \*

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

THAT, MARGARET WEBSTER, a married woman dealing in her sole and separate property, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of TWO HUNDRED SIX AND NO/100 (\$206.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 0.009 acre tract out of Lot 42, Block 3, New City Block 11159, LIFSHUTZ SUBDIVISION NO. 1, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 177, Deed and Plat Records of Bexar County, Texas, and being more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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

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

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

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

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

SALES AGREEMENT

Page 2

Parcel - 13315

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

The agreed purchase price in the amount of \$206.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as tenant at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 9<sup>th</sup> day of May, A.D., 1991.

WITNESS:

Royce Newman

Margaret Webster  
MARGARET WEBSTER, a married woman dealing  
in her sole and separate property

SALES AGREEMENT  
Page 3  
Parcel - 13315

OWNER ADDRESS:

814 Ashley  
San Antonio, Texas 78221-3603

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

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

WILLIAM S. TOUDOUZE  
REAL ESTATE MANAGER  
REAL ESTATE DIVISION

PARCEL NO. 13315  
METES AND BOUNDS FOR  
A 0.009 ACRE TRACT  
ASHLEY ROAD  
(BASCUM BLVD. TO S. FLORES)  
BEXAR COUNTY, TEXAS  
JULY 1, 1990

Being a 0.009 acre tract out of Lot 42, Block 3, N.C.B. 11159 out of the Lifshutz Subdivision No. 1 recorded in Volume 2222, Page 177 of the Deed and Plat Records of Bexar County, Texas and further described by Warranty Deed conveyed from Margaret Webster, individual executrix of the estate of Jesse James Vogt to herself as recorded in Volume 3197, Page 1265 of the Real Property Records of Bexar County, Texas. Said tract being particularly described by metes and bounds as follows:

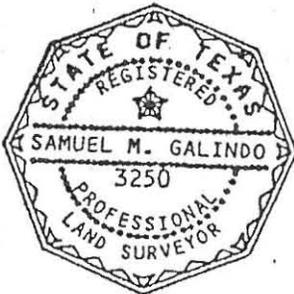
BEGINNING at a point on the existing south right-of-way line of Ashley Road and the northwest corner of said Lot 42;

THENCE, along the existing right-of-way line, S 89° 48' 00" E, a distance of 75.00 feet to a point for the northeast corner of said Lot 42;

THENCE, along the east line of said Lot 42, South, a distance of 5.00 feet to the proposed 60-foot right-of-way line;

THENCE, along said proposed line, N 89° 48' 00" W, a distance of 75.00 feet to the west line of said Lot 42;

THENCE, along said west line, North, a distance of 5.00 feet to the POINT OF BEGINNING and containing 375.00 square feet or 0.009 acres, more or less.



*Samuel M. Galindo*  
\_\_\_\_\_  
Samuel M. Galindo  
Registered Professional Land  
Surveyor #3250

Date: July 1, 1990

*SM*  
*5-6-91*

EXHIBIT "A"

RECEIVED  
AUG 01 1990

ROW ACQUISITION

/gl 05/01/91

PROJECT: Ashley Road Reconstruction -  
Bascum Blvd. to S. Flores

PARCEL: 13318

SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, JOSEPHINE PACETTI, a feme sole, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of THREE HUNDRED EIGHTY AND NO/100 (\$380.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a 0.009 acre tract out of Lot 45, Block 3, New City Block 11159, LIFSHUTZ SUBDIVISION NO. 1, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 2222, Page 177, Deed and Plat Records of Bexar County, Texas, as more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

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

SPECIAL CONDITIONS: The City of San Antonio, through its Contractor, shall relocate existing fence, if any, to revised boundary line. Said fence shall be reinstalled to be as good or better than existing condition. Also, A second drive approach will be provided on the east side of lot as shown on the attached Exhibit "B".

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

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

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

SALES AGREEMENT

Page 2

Parcel - 13318

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

The agreed purchase price in the amount of \$380.00 is payable at the time of the delivery of such deed. It is further agreed, should SELLER retain possession after execution of such deed, said SELLER does so as tenant at the will of the PURCHASER.

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

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

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

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

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

EXECUTED this the 10 day of May, A.D., 1991.

WITNESS:

Royce

Josephine Pacetti  
JOSEPHINE PACETTI, a feme sole

SALES AGREEMENT  
Page 3  
Parcel - 13318

OWNER ADDRESS:

830 E. Ashley  
San Antonio, Texas 78221

ADDRESS OF PARCEL:

- same as above -

ACCEPTED:

CITY OF SAN ANTONIO

BY:

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

PARCEL NO. 13318  
METES AND BOUNDS FOR  
A 0.009 ACRE TRACT  
ASHLEY ROAD  
(BASCUM BLVD. TO S. FLORES)  
BEXAR COUNTY, TEXAS  
JULY 1, 1990

Being a 0.009 acre tract out of Lot 45, Block 3, N.C.B. 11159 out of the Lifshutz Subdivision No. 1 recorded in Volume 2222, Page 177 of the Deed and Plat Records of Bexar County, Texas and further described by Warranty Deed conveyed from Pete Casares, Sr., Et. Al. to Josephine Pacetti recorded in Volume 7159, Pages 136, 138, 140, 143, 146, 153, and 156 of the Deed Records of Bexar County, Texas. Said tract being particularly described by metes and bounds as follows:

BEGINNING at a found iron pin on the existing south right-of-way line of Ashley Road and the northwest corner of said Lot 45;

THENCE, along the existing right-of-wayline, S 89° 48' 00" E, a distance of 75.00 feet to a point for the northeast corner of said Lot 45;

THENCE, along the east line of said Lot 45, South, a distance of 5.00 feet to the proposed 60-foot right-of-way line;

THENCE, along said proposed line, N 89° 48' 00" W, a distance of 75.00 feet to the west line of said Lot 45;

THENCE, along said west line, North, a distance of 5.00 feet to the POINT OF BEGINNING and containing 375.00 square feet or 0.009 acres, more or less.



*Samuel M. Galindo*

Samuel M. Galindo  
Registered Professional Land  
Surveyor #3250

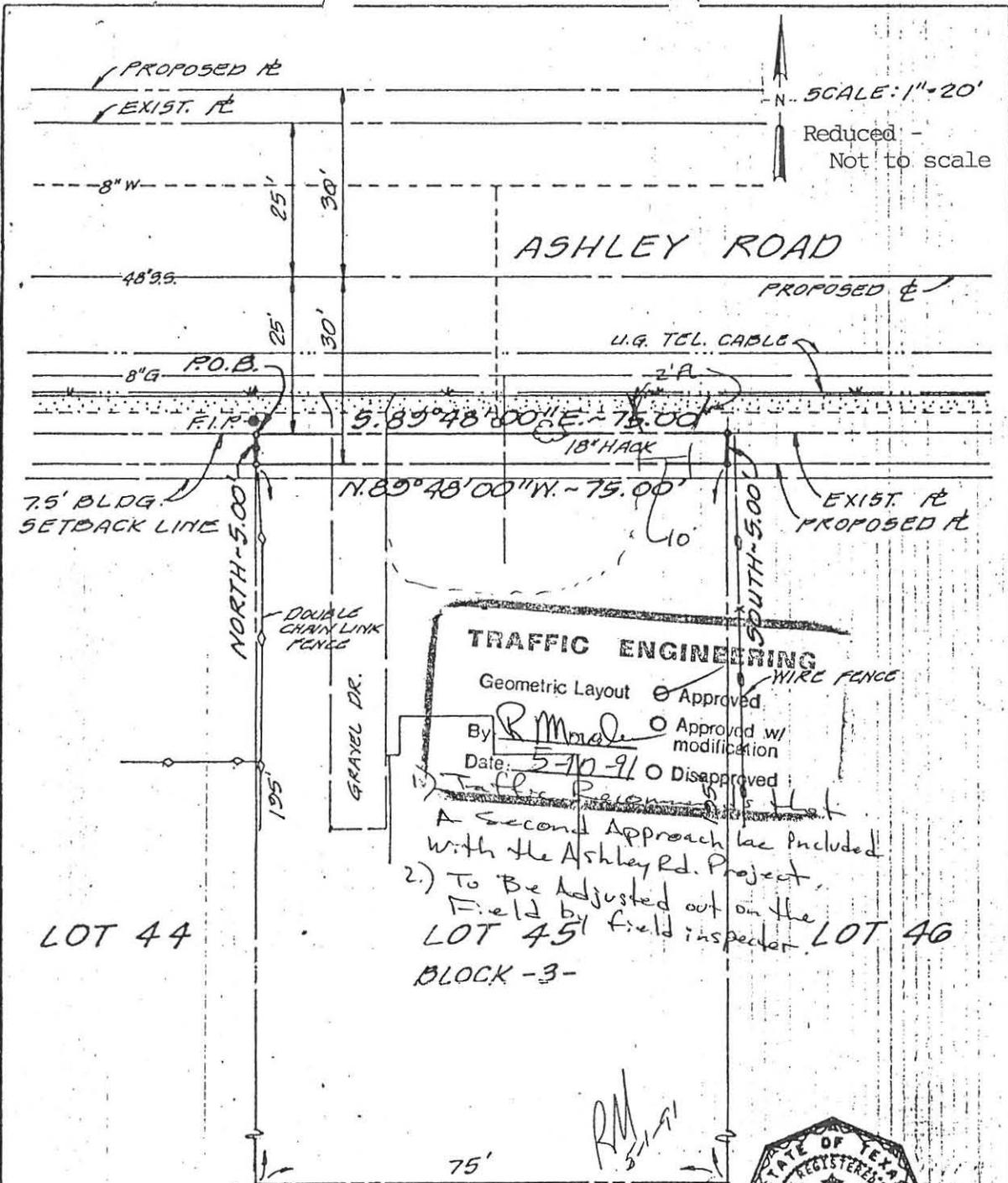
Date: July 1, 1990

*RM*  
*5-1-91*

RECEIVED  
AUG 01 1990

EXHIBIT "A"

ROW ACQUISITION



LOT 44

LOT 46

BLOCK-3-

LIFSHUTZ SUB'D. NO. 1  
VOL. 2222, PG. 177  
N.C.B. 11159

JOSEPHINE PACETTI  
VOL. \_\_\_\_\_ PG. \_\_\_\_\_  
0.009 AC.  
375 S.F.

SMG  
ALINDO  
ENGINEERS, INC.

P.O. BOX 14718 SAN ANTONIO, TX 78214  
214-349-4828

Reference:  
VOL. 7159, PG. 136, 138, 140, 143, 146, 153 & 156  
DEED RECORDS, BEXAR COUNTY, TEXAS

EXHIBIT "B"

RECEIVED  
AUG 01 1990



ROW ACQUISITION

STATE OF TEXAS } PARCEL # 13318  
COUNTY OF BEXAR }

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCUMBRANCES OR ENCROACHMENTS OF BUILDINGS ON ADJOINING PROPERTY AND THAT ALL BUILDINGS ARE WHOLLY LOCATED ON THIS PROPERTY EXCEPT AS SHOWN ABOVE.

This 1 day of JULY, 1990 A. D.

*Samuel M. Galindo*

Job No. 5075

/gl 05/06/91

Expansion of Brook Hollow Library

Misc. Easements and Dedications

SALES AGREEMENT

\* \* \* \* \*

STATE OF TEXAS }  
                  }  
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, EDWARD KARAM, Jr., owning, occupying and claiming other property as his homestead, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of NINETY-SIX THOUSAND ONE HUNDRED SIX AND 00/100 (\$96,106.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being a 0.761 acres of land being all of Lot 4, Block 1, New City Block 17213, THE LEARNING CENTER No. 1 SUBDIVISION, City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 9507, Page 131, Deed and Plat Records of Bexar County, Texas. Said 0.761 acre parcel being more particularly described in Exhibit "A" attached hereto and made a part hereof,

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

The above consideration includes payment for all improvement including but not limited to concrete pavement, drive approaches, asphalt drive, curbs, power poles, trees and/or landscaping within the above described real estate.

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

SELLER will sell the property to the City with the following conditions:

- (1) The sales price shall be \$2.90 per square foot based on an area of 33,140 square feet, or the amount of \$96,106.00.
- (2) The SELLER will pay the total cost of the sales commission, which shall be at the rate of 5%, to EDWARD KARAM, who is a Real Estate Broker.

SALES AGREEMENT

Page 2

Expansion of Brook Hollow Library

- (3) The PURCHASER will be provided with Owner's Title Insurance. This insurance will be paid for by the SELLER.
- (4) All other closing costs will be as appropriate.
- (5) This offer to sell the property to the City will be for only a limited time. After the time limit expires, this offer will be automatically voidable by the SELLER. This offer is valid until June 7, 1991. If the offer is not accepted by the City, by either mutually signed written memorandum, letter of understanding, earnest money contract, or by formal City Council action, then this offer would be withdrawn at the option of the SELLER. Copy or original document of this acceptance must be delivered to the SELLER by June 7, 1991.

If formal acceptance by the above means is achieved, then an additional 30 days will be granted in order to close the transaction. The 30 days shall commence from the date of delivery of acceptance.

It is agreed and understood that SELLER, his heirs, legal representatives, successors and/or assigns, does hereby consent and agree to allow the PURCHASER and/or its contractors to enter upon said parcel of Owner's land immediately upon execution of this instrument to permit the PURCHASER'S and/or his contractor to make the necessary inspection and testing as to the suitability for PURCHASER'S use. However, PURCHASER and/or his contractor will assume all liability during this period and will return the parcel as nearly as possible to its original condition.

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

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

The agreed purchase price in the amount of \$96,106.00 is payable at the time of the delivery of such deed.

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

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

SALES AGREEMENT

Page 3

Expansion of Brook Hollow Library

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

Notwithstanding the prior acceptance of this offer, if examination of title or any other source discloses any defects in said title which in the opinion of the PURCHASER cannot be cured in a reasonable time, then the PURCHASER, at his option may void this agreement.

EXECUTED this the 7th day of May, A.D., 1991.

WITNESS:

William S. Touduze

Edward Karam, Jr.  
EDWARD KARAM, JR.

OWNER ADDRESS:

571 Donaldson  
San Antonio, Texas 78201

ADDRESS OF PARCEL:

502 Heimer Road  
San Antonio, Texas 78232

ACCEPTED:

CITY OF SAN ANTONIO

BY:

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

LEGAL DESCRIPTION  
0.761 ACRES

0.761 acres of land being all of Lot 4, Block 1, New City Block 17213, THE LEARNING CENTER No. 1 SUBDIVISION, City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 9507, Page 131, Deed and Plat Records of Bexar County, Texas; Said 0.761 acre parcel being more particularly described as follows:

BEGINNING at a 1/2 inch iron rod set in the southeasterly right-of-way line of Heimer Road for the most westerly common corner of the BROOKHOLLOW LIBRARY SUBDIVISION (Volume 9501, Page 50) and said Lot 4, said iron rod being the most northerly corner and point of beginning of this parcel;

THENCE with the common line of the BROOKHOLLOW LIBRARY SUBDIVISION and this parcel, South 48° 43' 47" East, a distance of 205.00 feet to a 1/2 inch iron rod found for the most easterly corner of this parcel;

THENCE South 41° 21' 55" West, a distance of 161.66 feet to a 1/2 inch iron rod found in the northerly line of the GARDENS AT BROOKHOLLOW P.U.D., UNIT 1 (Volume 9502, Page 177) for the most southerly corner of this parcel;

THENCE with the common line of said GARDENS AT BROOKHOLLOW P.U.D., UNIT 1 and said Lot 4, North 48° 43' 47" West, a distance of 205.00 feet to a 1/2 inch iron rod set in the southeasterly right-of-way line of Heimer Road for the most westerly corner of this parcel;

THENCE with said right-of-way line, North 41° 21' 55" East, a distance of 161.66 feet to the point of beginning and containing 0.761 acres (33,140 square feet) of land, more or less.

RECEIVED  
MAY 06 1991

ROW ACQUISITION

PROJECT: Misc. Easement  
PARCEL: 315 Dwyer Avenue

E A S E M E N T  
(PERMANENT)

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

*THERESA AGUILAR INSELMANN CURTIS* (hereinafter referred to as "Grantor"), for and in consideration of *TEN THOUSAND NINE HUNDRED SIXTY-FOUR AND NO/100 DOLLARS* (\$10,964.00) to her in hand paid by the *CITY OF SAN ANTONIO*, a municipal corporation, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966 (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has *GRANTED, SOLD* and *CONVEYED*, and by these presents does *GRANT, SELL* and *CONVEY* unto Grantee an easement for maintenance purposes 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 0.012 acre tract of land out of New City Block 173, San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes;

together with the right of ingress and egress over said easement for the purpose of providing maintenance to the adjacent Dwyer Street Shelter at 307 Dwyer, San Antonio, Texas (Lot 14, NCB 173, San Antonio, Bexar County, Texas) from time to time as necessary, for maintenance purposes only including, but not limited to, painting, repair, replacement, remodeling or renovation activities and/or the erection, placement and removal of scaffolding or other construction and maintenance equipment; and the right of exercising all other

PROJECT: Misc. Easement  
PARCEL: 315 Dwyer Avenue

rights hereby granted. Grantor expressly covenants and agrees for her, her heirs, legal representatives, successors and/or assigns, that no building or obstructions of any kind will be placed on said easement herein granted. Provided, however, Grantor retains, reserves and shall continue to enjoy the use of the surface of the above-described property for any and all purposes which do not interfere with or prevent the use by Grantee of the easement.

The grant of this easement does not include the right to remove trees, shrubs or ornamental plants although Grantee shall be allowed to trim trees in order to accomplish the purpose for which this easement is granted. Any trimming of trees shall be done only after consultation with Grantor as to the location and extent of the trimming. Upon completion of the work performed by Grantee on Grantor's property, Grantee shall restore the property, as reasonably as possible, to its condition prior to the commencement of the work. Grantee shall haul away all trash, debris and trimmings. Grantee will promptly compensate Grantor for any damage caused by Grantee to lands or property adjoining the easement.

The conveyance of this easement is made subject to all matters of record in the Real Property Records of Bexar County, Texas to the extent they are now in effect at this time and affect the above-described property.

*TO HAVE AND TO HOLD* the above-described easement and the rights unto the said Grantee, its successors and assigns, during the term of this easement. Grantor does hereby bind herself, 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 Grantee, its successors and assigns, against every person

PROJECT: Misc. Easement  
PARCEL: 315 Dwyer Avenue

whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

The term of the easement rights and privileges granted by this instrument shall be perpetual or for so long as Grantee owns any structure at 307 Dwyer, San Antonio, Texas (Lot 14, NCB 173, San Antonio, Bexar County, Texas). The easement rights and privileges granted by this instrument shall terminate at such time as the purpose for which this easement is granted shall cease to exist, or are impossible of performance or are abandoned by the Grantee.

EXECUTED this 15 day of May, 1991.

GRANTOR:

*Theresa Aguilar Inselmann Curtis*  
TERESA AGUILAR INSELMANN CURTIS  
H

Grantee's Address:

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

STATE OF TEXAS §

COUNTY OF BEXAR §

The above and foregoing instrument was acknowledged before me on the 15<sup>th</sup> day of May, 1991, by the said TERESA AGUILAR INSELMANN CURTIS.  
H



NICOLASA R. JORDAN  
Notary Public, State of Texas  
My Comm. Exp. 11-15-93

*Nicolasa R Jordan*  
Notary Public, State of Texas

Metes and bounds description of a 0.012 acres (537.476 square feet) tract of land out of N.C.B. 173, San Antonio, Bexar County, Texas and being more particularly described as follows:

BEGINNING: At the northwest point of intersection of Old Guilbeau St. and Dwyer St., N 9 deg 23 min 52 sec E a distance of 282.23 feet along the west property line of Dwyer St. to a point being the most southeast corner of said tract.

THENCE: N 80 deg 25 min 08 sec W a distance of 27.60 feet to a point.

THENCE: N 09 deg 23 min 52 sec E a distance of 0.20 feet to a point.

THENCE: N 80 deg 25 min 08 sec W a distance of 49.70 feet to a point.

THENCE: N 64 deg 06 min 08 sec W to a distance of 31.24 feet to a point.

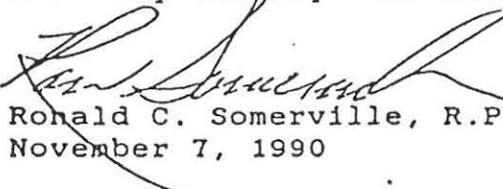
THENCE: N 17 deg 35 min 52 sec E to a building corner a distance of 5.25 feet to a point.

THENCE: S 64 deg 06 min 08 sec E along a building line a distance of 32.66 feet to a point.

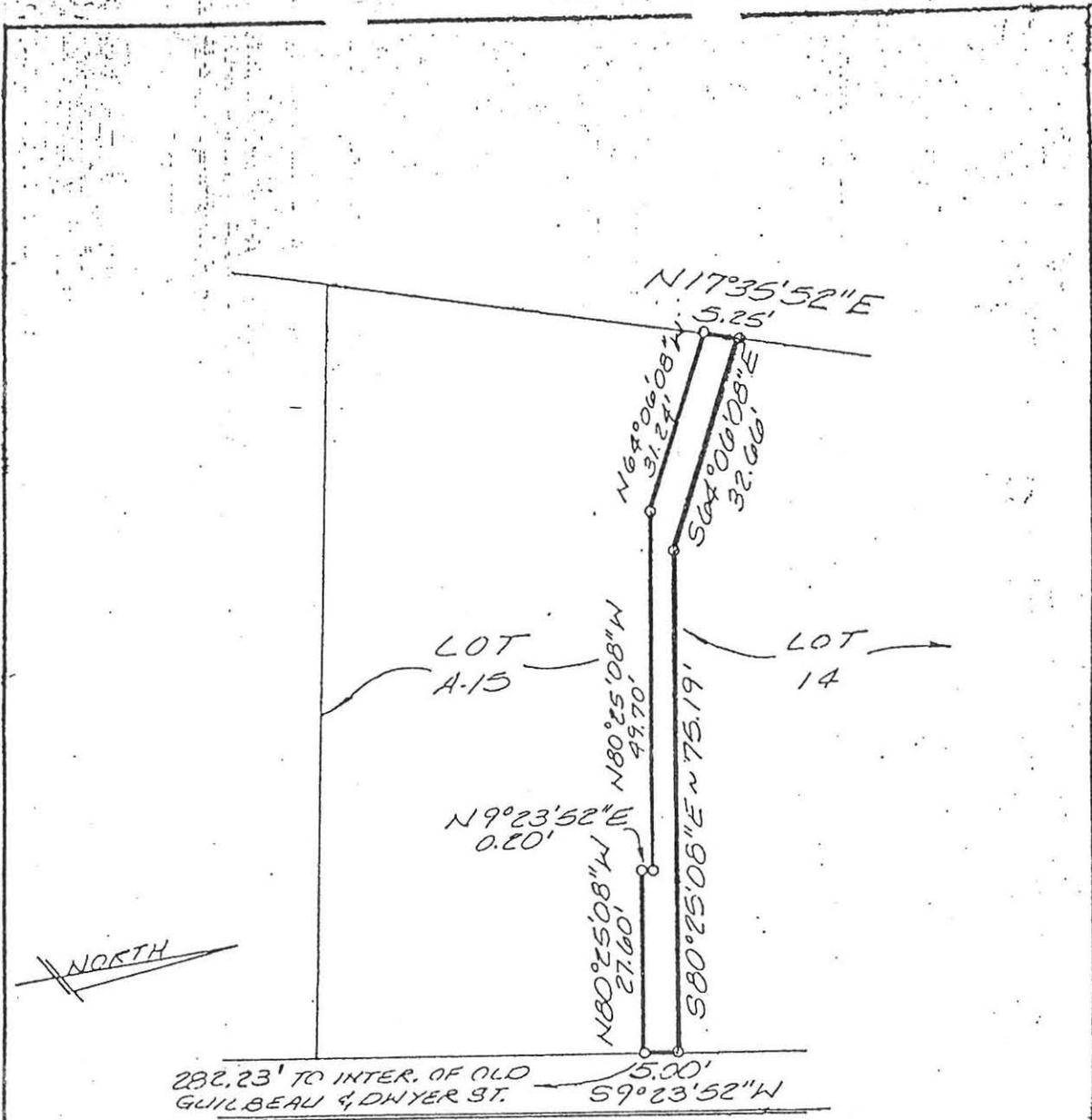
THENCE: S 80 deg 25 min 08 sec E along a building line to a building corner a distance of 75.19 feet to a point.

THENCE: S 09 deg 23 min 52 sec W along the northwest right of way line of Dwyer St. a distance of 5.00 feet to a point of beginning, and containing 0.012 (537.476 square feet) acres of land.

I hereby certify that the above metes and bounds are true and correct.

  
Ronald C. Somerville, R.P.L.S. No. 2287  
November 7, 1990





~~NORTH~~

282.23' TO INTER. OF OLD  
GUILBEAU & DWYER ST. 5.00'  
59°23'52\"W

DWYER ST.  
68.44' R.O.W.

SCALE: 1" = 20'



	Somerville-Conzales & Associates, Inc.	
	12103 Jones Maltberger	
	San Antonio, Texas 78247	
	Mailing Address: P.O. Box 701208 Zip: 78270-1208	
	(512) 496-6066	
	(512) 496-6068 FAX	

STATE OF TEXAS  
COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION.

This 7<sup>th</sup> day of NOVEMBER 1990 A.D.

*Ronald C. Somerville*

ADDRESS: 315 DWYER ST.  
LOT: A-15 BLOCK: - N.C.B.: 173

COUNTY OF BEXAR, CITY OF SAN ANTONIO

REFERENCE:	VOLUME	PAGE
	VOLUME	PAGE
RESTRICTIONS:	VOLUME	PAGE
	VOLUME	PAGE
	VOLUME	PAGE
	VOLUME	PAGE

2095677

#1300 91-05-702

PROJECT: Misc. Easement

PARCEL: 315 Dwyer Avenue

Return to:  
City of SA  
P.O. Box 839966  
SAT 78283-3966

EASEMENT  
(PERMANENT)

STATE OF TEXAS §  
COUNTY OF BEXAR §

KNOW ALL MEN BY THESE PRESENTS THAT:

*TERESA AGUILAR INSELMANN CURTIS* (hereinafter referred to as "Grantor"), joined herein pro forma by her husband, *ELBERT RIGGAN CURTIS*, for and in consideration of *TENTHOUSAND NINE HUNDRED SIXTY-FOUR AND NO/100 DOLLARS* (\$10,964.00) to her in hand paid by the *CITY OF SAN ANTONIO*, a municipal corporation, whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966 (hereinafter referred to as "Grantee"), the receipt and sufficiency of which is hereby acknowledged and confessed, has *GRANTED, SOLD* and *CONVEYED*, and by these presents does *GRANT, SELL* and *CONVEY* unto Grantee an easement for maintenance purposes 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 0.012 acre tract of land out of New City Block 173, San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and incorporated herein by reference for all purposes;

together with the right of ingress and egress over said easement for the purpose of providing maintenance to the adjacent Dwyer Street Shelter at 307 Dwyer, San Antonio, Texas (Lot 14, NCB 173, San Antonio, Bexar County, Texas) from time to time as necessary, for maintenance purposes only including, but not limited to, painting, repair, replacement, remodeling or renovation activities and/or the erection, placement and removal of scaffolding or other construction

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PROJECT: Misc. Easement  
PARCEL: 315 Dwyer Avenue

and maintenance equipment; and the right of exercising all other rights hereby granted. Grantor expressly covenants and agrees for her, her heirs, legal representatives, successors and/or assigns, that no building or obstructions of any kind will be placed on said easement herein granted. Provided, however, Grantor retains, reserves and shall continue to enjoy the use of the surface of the above-described property for any and all purposes which do not interfere with or prevent the use by Grantee of the easement.

The grant of this easement does not include the right to remove trees, shrubs or ornamental plants although Grantee shall be allowed to trim trees in order to accomplish the purpose for which this easement is granted. Any trimming of trees shall be done only after consultation with Grantor as to the location and extent of the trimming. Upon completion of the work performed by Grantee on Grantor's property, Grantee shall restore the property, as reasonably as possible, to its condition prior to the commencement of the work. Grantee shall haul away all trash, debris and trimmings. Grantee will promptly compensate Grantor for any damage caused by Grantee to lands or property adjoining the easement.

The conveyance of this easement is made subject to all matters of record in the Real Property Records of Bexar County, Texas to the extent they are now in effect at this time and affect the above-described property.

***TO HAVE AND TO HOLD*** the above-described easement and the rights unto the said Grantee, its successors and assigns, during the term of this easement. Grantor does hereby bind herself, her heirs, legal representatives, successors and/or assigns to ***WARRANT AND FOREVER DEFEND*** all and singular the above-described easement and rights unto

PROJECT: Misc. Easement

PARCEL: 315 Dwyer Avenue

the said Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by through or under Grantor, but not otherwise.

The term of the easement rights and privileges granted by this instrument shall be perpetual or for so long as Grantee owns any structure at 307 Dwyer, San Antonio, Texas (Lot 14, NCB 173, San Antonio, Bexar County, Texas). The easement rights and privileges granted by this instrument shall terminate at such time as the purpose for which this easement is granted shall cease to exist, or are impossible of performance or are abandoned by the Grantee.

EXECUTED this 12<sup>th</sup> day of June, 1991.

GRANTOR:

Theresa Aguilar Inselmann Curtis  
TERESA AGUILAR INSELMANN CURTIS

Elbert Riggan Curtis  
ELBERT RIGGAN CURTIS

Grantee's Address:

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

PROJECT: Misc. Easement  
PARCEL: 315 Dwyer Avenue

STATE OF TEXAS §  
COUNTY OF BEXAR §

The above and foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of June, 1991, by the said **TERESA AGUILAR INSELMANN CURTIS**.



NICOLASA R. JORDAN  
Notary Public, State of Texas  
My Comm. Exp. 11-15-93

Nicolasa R. Jordan  
Notary Public, State of Texas

STATE OF TEXAS §  
COUNTY OF BEXAR §

The above and foregoing instrument was acknowledged before me on the 12<sup>th</sup> day of June, 1991, by the said **ELBERT RIGGAN CURTIS**, husband of **TERESA AGUILAR INSELMANN CURTIS**.



NICOLASA R. JORDAN  
Notary Public, State of Texas  
My Comm. Exp. 11-15-93

Nicolasa R. Jordan  
Notary Public, State of Texas

Metes and bounds description of a 0.012 acres (537.476 square feet) tract of land out of N.C.B. 173, San Antonio, Bexar County, Texas and being more particularly described as follows:

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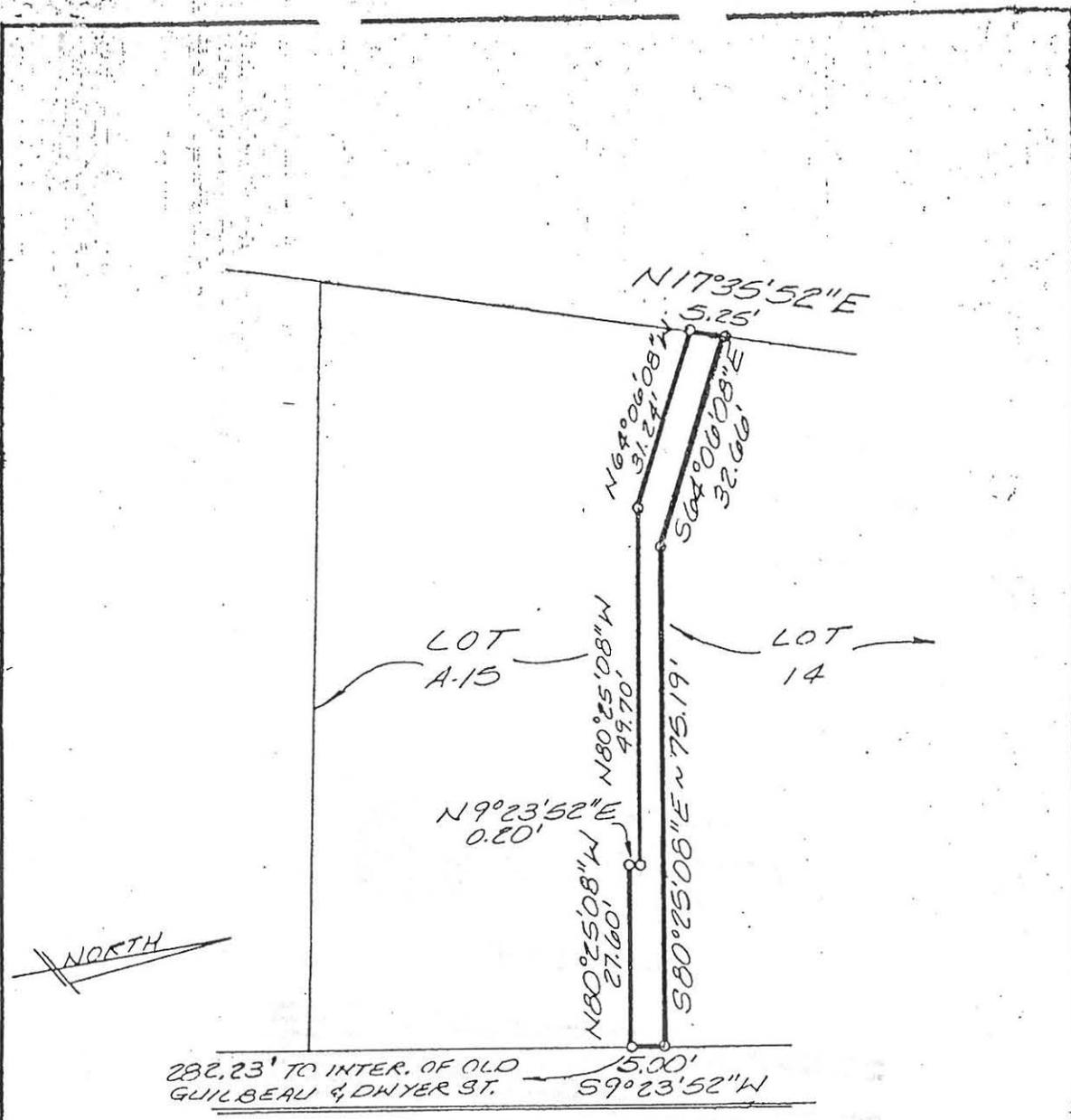
THENCE: S 09 deg 23 min 52 sec W along the northwest right of way line of Dwyer St. a distance of 5.00 feet to a point of beginning, and containing 0.012 (537.476 square feet) acres of land.

I hereby certify that the above metes and bounds are true and correct.

  
Ronald C. Somerville, R.P.L.S. No. 2287  
November 7, 1990



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282.23' TO INTER. OF OLD  
GUILBEAU & DWYER ST. 5.00'  
S9°23'52\"W

DWYER ST.  
68.44' R.O.W.

SCALE: 1" = 20'



Somerville-Conzales & Associates, Inc.  
 12103 Jones Maltsberger  
 San Antonio, Texas 78247  
 Mailing Address: P.O. Box 701208 Zip: 78270-1208  
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STATE OF TEXAS  
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND  
 CORRECT ACCORDING TO AN ACTUAL SURVEY MADE  
 ON THE GROUND UNDER MY SUPERVISION.

This 7<sup>th</sup> day of NOVEMBER 1990 A.D.

ADDRESS: 315 DWYER ST.  
 LOT: A-15 BLOCK: - N.C.B: 173

COUNTY OF BEXAR, CITY OF SAN ANTONIO

REFERENCE:	VOLUME	PAGE
	VOLUME	PAGE
RESTRICTIONS:	VOLUME	PAGE
	VOLUME	PAGE

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

JUN 14 1991



*Robert U. Green*

COUNTY CLERK BEXAR COUNTY, TEXAS

*[Handwritten signature]*

FILED IN MY OFFICE  
ROBERT U. GREEN  
COUNTY CLERK BEXAR CO.  
1991 JUN 13 P 4:20

*[Handwritten signature]*

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