

2009-09-03-0683

AN ORDINANCE

**DECLARING A 0.191 ACRE TRACT OF LAND IN ALAMO HEIGHTS NEAR THE INTERSECTION OF VIESCA AVENUE AND OGDEN LANE AS SURPLUS AND AUTHORIZING ITS SALE TO NELLIE NETZER MAYFIELD REVOCABLE LIVING TRUST AND MAYFIELD FAMILY LIMITED PARTNERSHIP NO 1, LLP FOR \$67,000.**

\* \* \* \* \*

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

**SECTION 1.** The property described on **Attachment I** is declared surplus to the needs of the City of San Antonio.

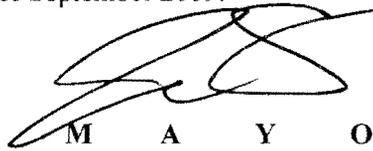
**SECTION 2.** The City Manager and her designee, severally, are authorized and directed to execute and deliver an agreement substantially similar to that in **Attachment II** in favor of the Nellie Netzer Mayfield Revocable Living Trust and Mayfield Family Limited Partnership No. 1, LLP or their assignees and otherwise to do all things necessary or convenient to effectuate transfer of the City's title to the property.

**SECTION 3.** Funds generated by this ordinance will be deposited into Fund 11001000, Internal Order 240000000060, General Ledger 4903101.

**SECTION 4.** The financial allocations in this Ordinance are subject to approval by the Director of Finance, City of San Antonio. The Director may, subject to concurrence by the City Manager or the City Manager's designee, correct allocations to specific Cost Centers, WBS Elements, Internal Orders, General Ledger Accounts, and Fund Numbers as necessary to carry out the purpose of this Ordinance.

**SECTION 5.** This ordinance shall be effective immediately upon passage by eight or more affirmative votes; otherwise, it shall be effective on the tenth day after passage.

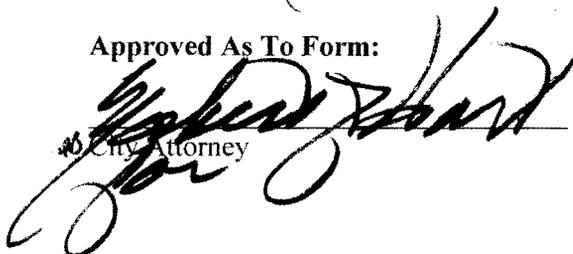
**PASSED AND APPROVED** this 3rd day of September 2009.

  
M A Y O R  
**JULIÁN CASTRO**

**Attest:**

  
\_\_\_\_\_  
City Clerk

**Approved As To Form:**

  
\_\_\_\_\_  
City Attorney

<b>Agenda Item:</b>	<b>11 ( in consent vote: 5, 11, 12, 14, 15A, 15B, 15C, 15D, 15E, 15F, 15G, 15H, 15I, 15J, 15K, 15L, 15M, 15N, 15O, 15P, 16A, 16B, 16C, 16D, 16E, 16F, 16G, 16H, 16I, 16K, 16L, 16M, 16N, 16O, 17, 18, 19, 20, 21 )</b>						
<b>Date:</b>	09/03/2009						
<b>Time:</b>	10:28:16 AM						
<b>Vote Type:</b>	Motion to Approve						
<b>Description:</b>	An Ordinance authorizing the sale of a 0.191 acre tract of land for a total of \$67,000.00 located adjacent to CB 5216, near the intersection of Viesca Avenue and Ogden Lane to Nellie Netzer Mayfield Revocable Living Trust and Mayfield Family Limited Partnership No. 1, LLP (collectively). [Penny Post oak Ferguson, Assistant City Manager; Mike Frisbie, Director, Capital Improvements Management Services]						
<b>Result:</b>	Passed						
<b>Voter</b>	<b>Group</b>	<b>Not Present</b>	<b>Yea</b>	<b>Nay</b>	<b>Abstain</b>	<b>Motion</b>	<b>Second</b>
Julián Castro	Mayor		x				
Mary Alice P. Cisneros	District 1		x			x	
Ivy R. Taylor	District 2		x				
Jennifer V. Ramos	District 3		x				x
Philip A. Cortez	District 4	x					
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Justin Rodriguez	District 7		x				
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x				
John G. Clamp	District 10		x				

**Attachment I**



CIVIL ENGINEERING CONSULTANTS  
GORDON BURDEN, INC.  
MUNICIPAL • DEVELOPMENT  
SURVEYING • TRANSPORTATION

Job Number: S0242601  
September 19, 2006

**FIELD NOTE DESCRIPTION FOR A 0.191 ACRE TRACT**

**BEING** 0.191 of an acre (8,341 SQ. FT.) of land out of OCL 39 and 40, C.B. 5126, Bexar County, Texas, and being adjacent to Lot A, OCL 39, as recorded in Volume 2567, Page 283, Deed Records, Parcel 4, OCL 39, as recorded in Volume 1479, Page 240, Deed Records and Parcel 5, OCL 40, as recorded in Volume 1479, Page 240, Deed Records, C.B. 5126, Bexar County, Texas; said 0.191 of an acre tract being more particularly described as follows:

**SURVEYOR'S NOTE:**

All bearings and distances are based on the Plat of Viesca View-Lot 8, as recorded in Volume 9539, Page 164, Plat Records, Bexar County, Texas.

**BEGINNING** at a ½" steel rod found for the southeast corner of said Lot A for the northeast corner of the herein described tract;

**THENCE**, with and along the east line of the herein described tract, South 00 degrees 16' 45" West, a distance of 34.29 feet to a point at the back of curb on Viesca for the southeast corner of the herein described tract;

**THENCE**, with and along the south line of the herein described tract and the back of curb of Viesca the following calls:

- North 43 degrees 04' 06" West, a distance of 21.36 feet to an angle point;
- North 46 degrees 33' 06" West, a distance of 47.24 feet to an angle point;
- North 50 degrees 47' 03" West, a distance of 55.24 feet to an angle point;
- North 52 degrees 18' 45" West, a distance of 19.98 feet to an angle point;
- North 49 degrees 38' 09" West, a distance of 22.91 feet to an angle point;
- North 39 degrees 51' 39" West, a distance of 24.13 feet to an angle point;
- North 44 degrees 17' 41" West, a distance of 25.09 feet to an angle point;
- North 32 degrees 15' 11" West, a distance of 25.38 feet to an angle point;
- North 27 degrees 21' 33" West, a distance of 29.00 feet to an angle point;
- North 24 degrees 13' 53" West, a distance of 46.14 feet to an angle point;
- North 20 degrees 31' 15" West, a distance of 35.68 feet to an angle point;
- North 17 degrees 59' 50" West, a distance of 27.01 feet to an angle point;
- North 14 degrees 57' 43" West, a distance of 33.36 feet to an angle point;
- North 10 degrees 31' 05" West, a distance of 28.41 feet to an angle point;
- North 08 degrees 01' 32" West, a distance of 29.15 feet to an angle point;

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11550 I.H. 10 WEST SUITE 395 SAN ANTONIO, TEXAS 78230-1037  
TEL: 210.641.9999 FAX: 210.641.6440 EMAIL: CEC@CECTEXAS.COM  
WWW.CECTEXAS.COM

Job Number: S0242601  
September 19, 2006

North 05 degrees 22' 25" West, a distance of 29.54 feet to an angle point;  
North 18 degrees 58' 41" East, a distance of 24.55 feet to an angle point;  
North 41 degrees 08' 54" East, a distance of 6.59 feet to a ½" steel rod found for  
the north corner of the herein described tract;

THENCE, with and along the north line of the herein described tract, South 08 degrees 50' 10" West, a  
distance of 17.87 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 09 degrees 44' 51" East, a  
distance of 51.38 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 20 degrees 08' 28" East, a  
distance of 48.52 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 18 degrees 36' 36" East, a  
distance of 40.75 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 20 degrees 04' 48" East, a  
distance of 63.74 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 15 degrees 16' 45" East, a  
distance of 37.67 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 35 degrees 14' 34" East, a  
distance of 54.67 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 13 degrees 25' 02" East, a  
distance of 26.94 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 51 degrees 20' 52" East, a  
distance of 50.10 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 57 degrees 58' 43" East, a  
distance of 39.06 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 51 degrees 07' 42" East, a  
distance of 47.99 feet to a ½" steel rod found for an angle point;

Job Number: S0242601  
September 19, 2006

THENCE, with and along the north line of the herein described tract, South 72 degrees 48' 20" East, a distance of 19.04 feet to the POINT OF BEGINNING and containing 0.191 of an acre (8,341 SQ. FT.) of land, more or less;

NOTE: The herein before described tract of land was prepared from a survey made on the ground by the employees of Civil Engineering Consultants on this the 1<sup>st</sup> day of June, 2004.

Chester A. Varner, R.P.L.S. 9/19/06  
Chester A. Varner, R.P.L.S. #4812



**Attachment II**

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**Real Estate Sales Contract**

(Alamo Heights Property)

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**Authorizing Ordinance:**

**Authority for Negotiated Sale:** Local Government Code § 272.001 (b)(1)

**Seller:** City of San Antonio, a Texas municipal corporation

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966  
(Attention: Martha Almeria CIMS)

**Seller's Counsel:** Anthony Battaglia

**Address:** City Attorney's Office, P.O. Box 839966, San Antonio,  
Texas 78283-3966

**Phone:** 207-4065

**Email:** anthony.battaglia@sanantonio.gov

**Buyer:** Nellie Netzer Mayfield Revocable Living Trust and Mayfield  
Family Limited Partnership No. 1, LLP (collectively)

**Buyer's Counsel:** Elizabeth C. Boddy

**Address:** 2900 Weston Centre, 112 East Pecan, San Antonio, Texas  
78205

**Phone:** 225-4031

**Email:** ecb@ddb-law.com

**Property:** Land consisting of approximately 0.191 acres, more or less, out of OCL 39 and 40, C.B. 5126, Bexar County, Texas, and being adjacent to Lot A, OCL 39, as recorded in Volume 2567, Page 283, Deed Records, Parcel 4, OCL 39, as recorded in Volume 1479, Page 240, Deed Records, C.B. 5126, Bexar County, Texas and being more particularly described on **Exhibit A**, which is incorporated herein by reference for all purposes as if it were fully set forth.

**Title Company:** LandAmerica Lawyers Title

**Address:**

**Phone:**

**Fax:**

**Email:**

**Purchase Price:** \$67,000

**Effective Date:** The date the Title Company acknowledges receipt of a fully executed copy of this Agreement

**County for Performance** Bexar County, Texas

### **1. Deadlines and Other Dates.**

All deadlines in this contract expire at 5:00 P.M. local time where the Property is located. If a deadline falls on a Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday.

1.01. Closing Date 45 days after the Effective Date.

1.02. Closing Time 10:00 A.M.

The deadlines may be altered by the mutual agreement of the parties. Seller's consent may be made by the Director of Capital Improvements Management Services without further authorization of City Council.

### **2. Closing Documents.**

2.01. *Closing Documents.* At closing, Seller will deliver the following items:

Deed Without Warranty

IRS Nonforeign Person Affidavit

Evidence of Seller's authority to close this transaction

Notices, statements, and certificates as specified in **Exhibit C**

The documents listed in Section 2.01 are collectively known as the “Closing Documents.”

2.02. *Purchase Price.* At closing, Buyer will deliver the Purchase Price.

2.03. *Deed.* Unless otherwise agreed by the parties in writing before closing, the deed will be substantially in the form attached as **Exhibit D**. The deed may except from warranty those items contained in Schedule B of the latest effective title commitment. It may not except rights of parties in possession, survey-related matters, or other rights not arising out of a recorded instrument.

### **3. Exhibits.**

The following are attached to and are part of this contract for all purposes as if fully set forth:

Exhibit A—Description of the Land

Exhibit B—Representations; Environmental Matters

Exhibit C—Notices, Statements, and Certificates

Exhibit D—Deed

### **4. Title and Survey.**

4.01. *Review of Title.* The following statutory notice is provided to Buyer on behalf of the real estate licensees, if any, involved in this transaction: Buyer is advised that it should either have the abstract covering the Property examined by an attorney of Buyer’s own selection or obtain a policy of title insurance.

4.02. *Encumbrances.* If Buyer’s examination discloses clouds or encumbrances in the Property’s title that Buyer believes cannot be cured in a reasonable time, that Seller is unwilling to cure, or that otherwise might impair the value of the Property, then Buyer may take the Property in condemnation in lieu of completing the purchase under this Contract.

4.03. *Just Condemnation Value.* If Buyer condemns, then Seller acknowledges that just compensation for Buyer’s taking the Property would be the Purchase Price under this agreement. Seller declares the Purchase Price to be the fair market value of its interest in the Premises.

**4.04. *Waiver of Repurchase Right.* As to any condemnation by Buyer, Seller knowingly and intentionally waives the requirements of (A) Texas Property Code §§ 21.0111, 21.0112, and 21.023, which relate to information disclosure and (B) Texas Property Code §§ 21.101 through 21.103, which relate to repurchase. Seller’s agreement to these terms survives Buyer’s decision to condemn in lieu of proceeding under this contract.**

### **5. Transfer of Possession, Due Diligence.**

5.01. *Possession.* Buyer may take possession of the Property and begin construction immediately on execution of this contract. Buyer will pay Seller the Premium for Immediate Possession on or before the execution of this contract. The Premium for Immediate Possession is in addition to the Purchase Price. If Buyer fails to pay the Premium for Immediate Possession, the remainder of this contract remains valid, but Buyer is not entitled to possession until closing.

5.02. *Extension.* Buyer may delay the closing date for an additional 60 days if it determines in its discretion that it needs to perform a Phase II environmental site assessment.

5.03. *Termination.* Buyer may terminate this contract before Closing without liability if it reasonably determines that the cost of environmental remediation will exceed 10% of the Purchase Price.

## **6. Representations.**

The parties' representations stated in **Exhibit B** are true and correct as of the Effective Date and must be true and correct on the Closing Date.

## **7. Allocation of Closing Costs.**

7.01. *Closing Costs.* Seller pays Seller's expenses and attorney's fees. Buyer pays all other closing costs.

7.02. *Ad Valorem Taxes.* Ad valorem taxes for the Property for the calendar year of closing will be prorated between Buyer and Seller as of the Closing Date according to Section 26.11 of the Texas Tax Code. In no event is Buyer liable for any roll back taxes.

## **8. Closing.**

This transaction will close at Title Company's offices at the Closing Date and Closing Time. At closing, the following will occur:

- a. *Closing Documents.* The parties will execute and deliver, or cause to be delivered, the Closing Documents.
- b. *Payment of Purchase Price.* Buyer will deliver the Purchase Price and other amounts that Buyer is obligated to pay under this contract to Title Company.
- c. *Disbursement of Funds; Recording; Copies.* Title Company will be instructed to disburse the Purchase Price and other funds in accordance with this contract, record the deed and the other Closing Documents directed to be recorded, and distribute documents and copies in accordance with the parties' written instructions.
- d. *Possession.* If not previously transferred, Seller will deliver possession of the Property to Buyer, subject to the Permitted Exceptions existing at closing and any lien and security interest in favor of Seller, if the sale is seller-financed.
- e. *Failure To Deliver Indefeasible Title.* Buyer need not close if Seller cannot or does not deliver indefeasible title at closing. If Buyer does not close for want of indefeasible title, then the earnest money is returned to Buyer.

## **9. Prohibited Interest in Contracts.**

9.01. The Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City or any City agency such as city owned utilities. An officer or employee has a "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale:

- (i) a City officer or employee;
- (ii) his parent, child or spouse;
- (iii) a business entity in which the officer or employee, or his parent, child or spouse owns (i) 10% or more of the voting stock or shares of the business entity, or (ii) 10% or more of the fair market value of the business entity;
- (iv) a business entity in which any individual or entity above listed is a (i) subcontractor on a City contract, (ii) a partner, or (iii) a parent or subsidiary business entity.

9.02. Seller warrants and certifies as follows:

- (i) Seller and its officers, employees and agents are neither officers nor employees of the City.
- (ii) Seller has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code.

9.03. Seller acknowledges that City's reliance on the above warranties and certifications is reasonable.

**10. Public Information.**

Seller acknowledges that this instrument and all documents ancillary to it are public information within the meaning of Chapter 552 of the Texas Government Code and accordingly may be disclosed to the public.

**In Witness Whereof**, the parties have caused their representatives to set their hands.

**BUYER:**

**SELLER:**

**Nellie Netzer Mayfield Revocable Living Trust,**

**City of San Antonio,**  
a Texas municipal corporation

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

\_\_\_\_\_  
Nellie Netzer Mayfield, Trustee

Printed  
Name: \_\_\_\_\_

\_\_\_\_\_  
Date

Title: \_\_\_\_\_

**Mayfield Family Limited Partnership No. 1, LLP,** a Texas limited liability partnership by and through its sole general partner,

Date: \_\_\_\_\_

**Approved As To Form:**

\_\_\_\_\_  
Nellie Netzer Mayfield, General Partner

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
Date

**Title Company Acknowledgment and Receipt**

---

**Seller:** City of San Antonio

**Address:** P.O. Box 839966, San Antonio, Texas 78283-3966

**Buyer:** Nellie Netzer Mayfield Revocable Living Trust and Mayfield Family Limited Partnership No. 1, LLP (collectively)

**Address:** 704 Ogden Lane, San Antonio, Texas 78209-4415

**Property:** Land consisting of approximately 0.191 acres, more or less, out of OCL 39 and 40, C.B. 5126, Bexar County, Texas, and being adjacent to Lot A, OCL 39, as recorded in Volume 2567, Page 283, Deed Records, Parcel 4, OCL 39, as recorded in Volume 1479, Page 240, Deed Records, C.B. 5126, Bexar County, Texas.

Title Company agrees to act as escrow agent according to the terms of this Contract. Further, Title Company acknowledges receipt from Buyer of three fully executed counterpart originals of the Contract on the same date, with one fully executed original Contract being returned to each of Seller and Buyer.

**LandAmerica Lawyers Title**

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

## Exhibit A



CIVIL ENGINEERING CONSULTANTS  
DON BURDEN, INC.  
MUNICIPAL • DEVELOPMENT  
SURVEYING • TRANSPORTATION

Job Number: S0242601  
September 19, 2006

### FIELD NOTE DESCRIPTION FOR A 0.191 ACRE TRACT

BEING 0.191 of an acre (8,341 SQ. FT.) of land out of OCL 39 and 40, C.B. 5126, Bexar County, Texas, and being adjacent to Lot A, OCL 39, as recorded in Volume 2567, Page 283, Deed Records, Parcel 4, OCL 39, as recorded in Volume 1479, Page 240, Deed Records and Parcel 5, OCL 40, as recorded in Volume 1479, Page 240, Deed Records, C.B. 5126, Bexar County, Texas, said 0.191 of an acre tract being more particularly described as follows:

#### SURVEYOR'S NOTE:

All bearings and distances are based on the Plat of Viesca View-Lot 8, as recorded in Volume 9539, Page 164, Plat Records, Bexar County, Texas.

**BEGINNING** at a 1/2" steel rod found for the southeast corner of said Lot A for the northeast corner of the herein described tract;

**THENCE**, with and along the east line of the herein described tract, South 00 degrees 16' 45" West, a distance of 34.29 feet to a point at the back of curb on Viesca for the southeast corner of the herein described tract;

**THENCE**, with and along the south line of the herein described tract and the back of curb of Viesca the following calls:

North 43 degrees 04' 06" West, a distance of 21.36 feet to an angle point;  
North 46 degrees 33' 06" West, a distance of 47.24 feet to an angle point;  
North 50 degrees 47' 03" West, a distance of 55.24 feet to an angle point;  
North 52 degrees 18' 45" West, a distance of 19.98 feet to an angle point;  
North 49 degrees 38' 09" West, a distance of 22.91 feet to an angle point;  
North 39 degrees 51' 39" West, a distance of 24.13 feet to an angle point;  
North 44 degrees 17' 41" West, a distance of 25.09 feet to an angle point;  
North 32 degrees 15' 11" West, a distance of 25.38 feet to an angle point;  
North 27 degrees 21' 33" West, a distance of 29.00 feet to an angle point;  
North 24 degrees 13' 53" West, a distance of 46.14 feet to an angle point;  
North 20 degrees 31' 15" West, a distance of 35.68 feet to an angle point;  
North 17 degrees 59' 50" West, a distance of 27.01 feet to an angle point;  
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North 10 degrees 31' 05" West, a distance of 28.41 feet to an angle point;  
North 08 degrees 01' 32" West, a distance of 29.15 feet to an angle point;

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North 05 degrees 22' 25" West, a distance of 29.54 feet to an angle point;  
North 18 degrees 58' 41" East, a distance of 24.55 feet to an angle point;  
North 41 degrees 08' 54" East, a distance of 6.59 feet to a ½" steel rod found for  
the north corner of the herein described tract;

THENCE, with and along the north line of the herein described tract, South 08 degrees 50' 10" West, a  
distance of 17.87 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 09 degrees 44' 51" East, a  
distance of 51.38 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 20 degrees 08' 28" East, a  
distance of 48.52 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 18 degrees 36' 36" East, a  
distance of 40.75 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 20 degrees 04' 48" East, a  
distance of 63.74 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 15 degrees 16' 45" East, a  
distance of 37.67 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 35 degrees 14' 34" East, a  
distance of 54.67 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 13 degrees 25' 02" East, a  
distance of 26.94 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 51 degrees 20' 52" East, a  
distance of 50.10 feet to a ½" steel rod found for an angle point;

THENCE, with and along the north line of the herein described tract, South 57 degrees 58' 43" East, a  
distance of 39.06 feet to a ½" steel rod found for an angle point;

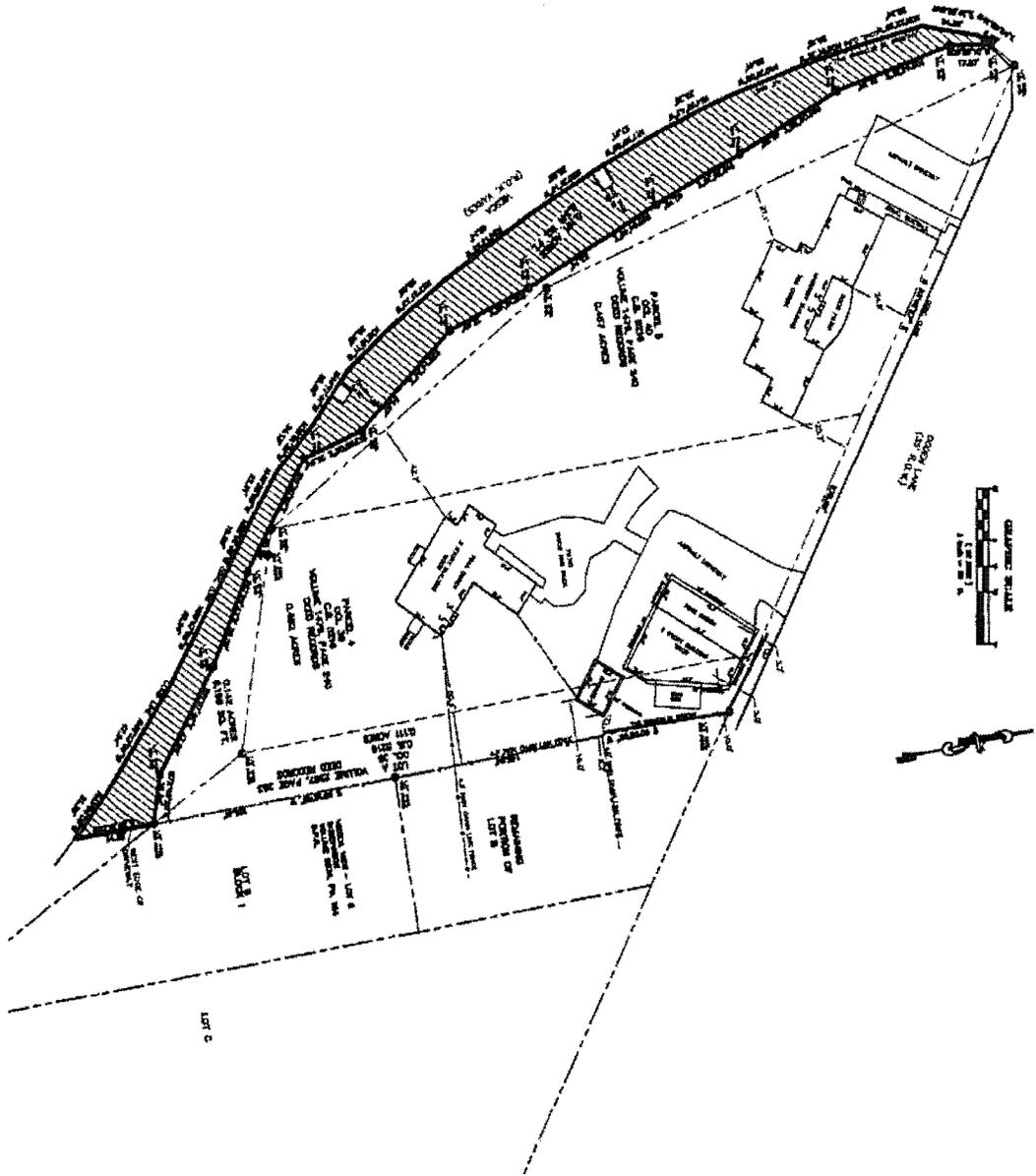
THENCE, with and along the north line of the herein described tract, South 51 degrees 07' 42" East, a  
distance of 47.99 feet to a ½" steel rod found for an angle point;

Job Number: S0242601  
September 19, 2006

THENCE, with and along the north line of the herein described tract, South 72 degrees 48' 20" East, a distance of 19.04 feet to the POINT OF BEGINNING and containing 0.191 of an acre (8,341 SQ. FT.) of land, more or less;

NOTE: The herein before described tract of land was prepared from a survey made on the ground by the employees of Civil Engineering Consultants on this the 1<sup>st</sup> day of June, 2004.

*Chester A. Varner, R.P.L.S. 9/19/06*  
Chester A. Varner, R.P.L.S. #4812



**LEGEND:**  
 ■ WATER METER  
 ○ POWER POLE

**NOTES:**  
 1. ALL UTILITIES SHOWN ARE BASED ON RECORD DRAWINGS AND FIELD SURVEY.  
 2. THE LOCATION OF UTILITIES IS APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.  
 3. THE LOCATION OF UTILITIES IS APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.  
 4. THE LOCATION OF UTILITIES IS APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.  
 5. THE LOCATION OF UTILITIES IS APPROXIMATE AND SHOULD BE VERIFIED BY FIELD SURVEY.

<b>DRAWING SHOWING</b>	
5.00 FT OF ANY LONG PAVED CURB OR WALL TO ANY ADJ. CURB, WALL, OR OTHER PAVED SURFACE. SEE THESE RECORD DRAWINGS FOR DETAILS.	
<b>CEC ENGINEERS</b>	DRAWN BY: [Name] CHECKED BY: [Name] DATE: [Date]
SHEET 1 OF 1	PROJECT [Name]

## Exhibit B

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### Representations

Seller represents to Buyer that the following are true and correct as of the Effective Date and will be true and correct on the Closing Date.

1. *Authority.* Seller has authority to convey the Property to Buyer. This contract is, and all documents required by this contract to be executed and delivered to Buyer at closing will be, duly authorized, executed, and delivered by Seller.
2. *Litigation.* There is no litigation pending or threatened against Seller that might affect the Property or Seller's ability to perform its obligations under this contract.
3. *Violation of Laws.* Seller has not received notice of violation of any law, ordinance, regulation, or requirements affecting the Property or Seller's use of the Property.
4. *Condemnation; Zoning; Land Use; Hazardous Materials.* Seller has not received notice of any condemnation, zoning, or land-use proceedings affecting the Property or any inquiries or notices by any governmental authority or third party with respect to the presence of hazardous materials on the Property or the migration of hazardous materials from the Property.
5. *No Other Obligation to Sell the Property or Restriction against Selling the Property.* Except for granting a security interest in the Property, Seller has not obligated itself to sell the Property to any party other than Buyer. Seller's performance of this contract will not cause a breach of any other agreement or obligation to which Seller is a party or to which it is bound.
6. *No Liens.* On the Closing Date, the Property will be free and clear of all mechanic's and materialman's liens and other liens and encumbrances of any nature except the Permitted Exceptions, and no work or materials will have been furnished to the Property that might give rise to mechanic's, materialman's, or other liens against the Property other than work or materials to which Buyer has given its consent.
7. *Leases.* On the Closing Date, the Property will be free and clear of all Leases, and no person, other than Buyer, will have a claim to possession or occupancy of the Property by, through, or under Seller or its predecessors in interest.

Exhibit C

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**Notice of Confidentiality Rights: If You Are a Natural Person, You May Remove or Strike Any or All the Following Information from Any Instrument That Transfers an Interest in Real Property Before it Is Filed for Record in the Public Records: Your Social Security Number or Your Driver's License Number.**

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State of Texas        }  
                                  }  
County of Bexar     }

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**Deed Without Warranty**

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**Authorizing  
Ordinance:**

**Statutory Authority:** Local Government Code § 272.001 (b)(1)

**Grantor:** City of San Antonio

**Grantor's Mailing Address:** City Of San Antonio, P.O. Box 839966, San Antonio, Texas 78283-3966 (Attn: City Clerk)

**Grantor's Street Address:** City Hall, 100 Military Plaza, San Antonio, Texas 78205 (Bexar County)

**Grantee:** Nellie Netzer Mayfield Revocable Living Trust and Mayfield Family Limited Partnership No. 1, LLP (collectively)

**Grantee's Mailing Address:** 704 Ogden Lane, San Antonio, Texas 78209-4415

**Consideration:** \$67,000

**Property:** All of the following real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, being described as follows: Land consisting of approximately 0.191 acres, more or less, out of OCL 39 and 40, C.B. 5126, Bexar County, Texas, and being adjacent to Lot A, OCL 39, as recorded in Volume 2567, Page 283, Deed Records, Parcel 4, OCL 39, as recorded in Volume 1479, Page 240, Deed Records, C.B. 5126, Bexar County, Texas and more particularly described by metes and bounds and shown by survey on **Exhibit "A"**

attached hereto and incorporated herein verbatim for all purposes.

Grantor, for the Consideration, Grants, Bargains, and Conveys to Grantee, all of Grantor's right, title, interest, and estate, both at law and in equity, as of the date hereof, in and to the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, To Have and To Hold unto Grantee, Grantee's successors and assigns forever, **Without Any Express Or Implied Warranty Whatsoever, Including But Not Limited to Warranties of Title, Condition, or Character.**

The Property is conveyed together with any and all improvements, structures and fixtures located thereon, and with all rights, privileges, rights of way, and easements appurtenant thereto, unless reserved unto other parties herein.

**Reservations, Restrictions, Exceptions, And Conditions To Conveyance:** This conveyance is explicitly subject to the following:

- A. **Reservations:** None, except for:
- B. **Easements:** All recorded and unrecorded easements, whether or not open and obvious.
- C. **Restrictions:** All covenants and restrictions affecting the Property.
- D. **Exceptions:** All instruments affecting the Property, whether or not recorded.
- E. **Conditions:** All conditions affecting the Property.

This conveyance does not relieve Grantee of any building, zoning, or other city-imposed requirements, or other land use restrictions applicable to the Property or the obligation to pay any real estate taxes that may otherwise be due.

**Grantor expressly disclaims any and all warranties arising by common law, statute (including without limitation the implied warranties of § 5.023, Texas Property Code or any successor statute), or otherwise.**

**In purchasing the Property, Grantee is not relying upon any representation, statement, or other assertion from or chargeable to Grantor. Grantee, on behalf of itself and anyone claiming by, through, or under Grantee, by acceptance of this deed, releases Grantor from any and all claims that Grantee or anyone claiming by, through, or under Grantee, may now have or hereafter acquires against Grantor arising out of or related to this acquisition. This release applies according to its express terms and provisions,**

**including, but not limited to unknown and unsuspected claims, damages, and causes of action.**

**Setting Out The Specific Reservations And Disclaimers Does Not Imply That The Property Is Free Of Other Encumbrances Or Adverse Claims Or Conditions. Grantor Specifically Disclaims Any Such Implication.**

**In Witness Whereof**, Grantor has caused its representative to set its hand:

**Grantor:**

**City of San Antonio**, a Texas municipal corporation

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

Printed  
Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved As To Form:**

By: \_\_\_\_\_  
City Attorney

The State of Texas     }

County of Bexar        }

**Before me, the undersigned authority, this instrument was this day acknowledged by \_\_\_\_\_, of and for the City of San Antonio, a Texas municipal corporation, on behalf of that entity in the capacity stated.**

Date: \_\_\_\_\_

\_\_\_\_\_  
Notary Public, State of Texas

My Commission

Expires: \_\_\_\_\_

**After Recording, Return To:**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_