23

/gl 03/04/88

AN ORDINANCE 66789

AUTHORIZING THE EXPENDITURE OF THE SUM OF $66,100.00 OUT OF VARIOUS FUNDS FOR THE PURPOSE OF ACQUIRING TITLE TO CERTAIN LANDS; ACCEPTING THE DEDICATION OF TITLE AND/OR EASEMENTS TO CERTAIN LANDS; ALL IN CONNECTION WITH CERTAIN RIGHT-OF-WAY PROJECTS;

* * * * * * * * * * * * * * * * *

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

SECTION 1. The sum of $12,800.00 is hereby appropriated and authorized to be expended out of Fund #45-306, Project #306503, Index Code #516179, in connection with the HARRY WURZBACH DRAINAGE PROJECT #75, payable as follows:

A. The sum of $12,800.00 payable to COMMERCIAL ABSTRACT AND TITLE COMPANY as escrow agent for ROLAND H. CALDWELL and wife, EDITH G. CALDWELL, for title to part of Lot 3, Block 17, New City Block 11817. - Parcel 10769.

B. A Construction Easement (Dedication) from ROLAND H. CALDWELL and wife, EDITH G. CALDWELL, being out of Lot 3, Block 17, New City Block 11817. - Parcel 10769.

SECTION 2. The sum of $700.00 is hereby appropriated and authorized to be expended out of Fund #45-407, Project #407155, Index Code #487629, in connection with the CHICAGO/FAIR/S. PRESA STREET PROJECT, payable as follows:

A. The sum of $350.00 payable to MARION JEAN McCUTCHEN, 4734 Aloha Drive, San Antonio, Texas 78219, joined by ADMINISTRATOR OF VETERANS AFFAIRS, for title to part of Lots 10 and 11, New City Block 7032. - Parcel 11328.

B. The sum of $350.00 payable to OLLIE B. LOVINS and wife, ALICE M. LOVINS, 927 Fair Avenue, San Antonio, Texas 78223, joined by FEDERAL NATIONAL MORTGAGE ASSOCIATION, for title to part of Lots 11 and 12, New City Block 7032. - Parcel 11329.

SECTION 3. The sum of $52,600.00 is hereby authorized to be expended out of Fund #26-013, Project #013122, Index Code #262030, in connection with the NEW ACCESS STREET PROJECT (W. Woodlawn to W. Magnolia Avenue), payable to FIRST AMERICAN TITLE COMPANY as escrow agent for DANIEL JOSE CAMPOS and wife, MARIA C. CAMPOS, for title to Lots 2 and 3, Block 1, New City Block 6480. - Parcel 12407.

SECTION 4. A Dedication Deed from CAR WASH EQUIPMENT COMPANY, INC., for title to a 15 foot strip of land across the most southwesterly lot line of Lot 2, Block 3, New City Block 14687 is hereby accepted in connection with Zoning Case No. Z-86082 on Babcock Road. - Misc. Easements and Dedications.

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

PASSED AND APPROVED this the 17th day of March, 1988

Henry Cisneros
M A Y O R

ATTEST: Norma S. Rodriguez
City Clerk

APPROVED AS TO FORM: Tom Finlay
City Attorney

88 13

AVIATION	
BUDGET & RESEARCH	/
BUILDING INSPECTIONS	
BUILDING INSPECTIONS-HOUSE NUMBER	
CITY WATER BOARD	
CITY ATTORNEY	
COMMERCIAL RECORDER	
CONVENTION & VISITORS BUREAU	
CONVENTION FACILITIES	
ECONOMIC & EMPLOYMENT DEVELOPMENT	
ENVIRONMENTAL MANAGEMENT	/
FINANCE DIRECTOR	
ASSESSOR	/
CONTROLLER	/
TREASURY DIVISION	
GRANTS	
INTERNAL AUDIT	
RISK MANAGEMENT	
FIRE DEPARTMENT	
HUMAN RESOURCES & SERVICES	
INFORMATION RESOURCES	
LIBRARY	
MARKET SQUARE	
METROPOLITAN HEALTH DISTRICT	
MUNICIPAL COURTS	
PARKS & RECREATION	
PERSONNEL	
PLANNING	
POLICE DEPARTMENT	
PUBLIC UTILITIES	
PUBLIC WORKS	/
ENGINEERING	/
CENTRAL MAPPING	/
REAL ESTATE	/
TRAFFIC ENGINEERING	
PURCHASING & GENERAL SERVICES	
INTERGOVERNMENTAL RELATIONS	
ZONING ADMINISTRATION	
SPECIAL PROJECTS - CITY MANAGER	
DOWNTOWN INITIATIVES	
COMMUNITY DEVELOPMENT OFFICE	

CPS MPRS & RECORDS =1

COMO-CD =1

ITEM NO. 23

MEETING OF THE CITY COUNCIL DATE: MAR 17 1988

MOTION BY: _____ SECONDED BY: _____

ORD. NO. 66789 ZONING CASE _____

RESOL. _____ PETITION _____

	ROLLCALL	AYES	NAYS
MARIA BERRIOZABAL 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			
HENRY G. CISNEROS PLACE 11 (MAYOR)		—	

88 13

CONSENT AGENDA

TO: City Attorney

DATE: March 3, 1988

FROM: Real Estate Division

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

Parcel: 10769

Project: Harry Wurzbach Drainage #75

1. Amount to appropriate (or authorize payment): $12,800.00
2. Title company, as escrow agent: Commercial Abstract & Title Company
3. Account or Fund #: #45-306503, Index Code #516179

Special Instructions: Accepting a Warranty Deed per attached copy of Sales Agreement and accepting a Construction Easement (Dedication) per copy attached.

cc: To Finance (When funds involved).

Real Estate Division

BY: [signature]

/gl 01/20/88

PROJECT: Harry Wurzbach Drainage
Project #75

PARCEL: 10769

SALES AGREEMENT

* * * * *

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

THAT, ROLAND H. CALDWELL and wife, EDITH G. CALDWELL, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of TWELVE THOUSAND EIGHT HUNDRED AND NO/100 ($12,800.00) 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 drainage right-of-way out of the south portion of Lot 3, Block 17, New City Block 11817, NORTHWOOD ESTATES, UNIT 4, plat recorded in Volume 3535, Page 251, 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.

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.

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

The agreed purchase price in the amount of $12,800.00 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 2nd day of February, A.D., 1988.

WITNESS:

Richard A. Nelson

Richard A. Nelson

Roland H. Caldwell

ROLAND H. CALDWELL

Edith G. Caldwell

EDITH G. CALDWELL

OWNER ADDRESS:

414 Country Lane
San Antonio, Texas 78209

ADDRESS OF PARCEL:

414 Country Lane
San Antonio, Texas 78209

ACCEPTED:

CITY OF SAN ANTONIO

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

PARCEL # 10769
#75 DRAINAGE PROJECT
FEE TITLE

FIELD NOTES

FOR A DRAINAGE RIGHT-OF-WAY IN SAN ANTONIO

BEING A DRAINAGE RIGHT-OF-WAY OUT OF THE SOUTH PORTION OF LOT 3, BLOCK 17, NCB 11817, NORTHWOOD ESTATES, UNIT 4, PLAT RECORDED IN VOLUME 3535, PAGE 251, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING: At the Southwest corner of said Lot 3, also being on the north line of a 15 foot alley;

THENCE: North 00°09'00" West 64.00 feet along the West property line of said Lot 3 to a point for a turn to the right;

THENCE: North 85°57'32" East 125.29 feet to a point on the East property line of said Lot 3, for a turn to the right;

THENCE: South 00°09'00" East 64.00 feet along the East property line of said Lot 3 to the Southeast corner of said Lot 3, also being the Southwest corner of Lot 4, and being on the North line of a 15 foot alley, for a turn to the right;

THENCE: South 85°57'32" West 125.29 feet along the South line of said Lot 3 to the POINT OF BEGINNING, containing 8,000.08 square feet, 0.184 acre, more or less.

EXHIBIT "A"

/gl 01/20/87

Project: Harry Wurzbach Drainage
Project #75

Parcel: 10769

DEDICATION
CONSTRUCTION EASEMENT
(Temporary)

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

THAT, ROLAND H. CALDWELL and wife, EDITH G. CALDWELL, hereinafter referred to as "GRANTORS", for and in consideration of the sum of the benefits to be derived by said GRANTOR and the public generally from the reconstruction of a existing drainage channel by the City of San Antonio, do hereby give and grant unto said City of San Antonio, hereinafter referred to as "GRANTEE" the right to enter unto the following described land, to-wit:

> Being a construction and fill easement out of the south portion of Lot 3, Block 17, New City Block 11817, NORTHWOOD ESTATES, UNIT 4, plat recorded in Volume 3535, Page 251, Deed and PLat Records of Bexar County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

for the purpose of using said land for any and all things necessary for the reconstruction of the existing drainage channel located parallel and adjacent to and/or in the immediate vicinity of the temporary construction easement described in said Exhibit "A", along with the right to deposit fill material thereon, levelling and/or grading as necessary.

SPECIAL CONDITIONS: (1). All reasonable caution shall be exercised to avoid any unnecessary destruction to trees within the temporary easement area. (2). GRANTORS must be contacted prior to construction so that specific trees may be flagged so that they may be saved, if possible. (3). The City of San Antonio, through its contractor, agrees to exercise all reasonable caution to avoid any unnecessary damage to lawn sprinkler heads located within the temporary easement area. Contractor shall be liable for all damages to sprinkler system, if any.

In consideration of this grant, 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 condition as it existed prior to the reconstruction of the existing drainage channel. This temporary construction easement shall exist until the completion of the aforesaid project, at which time said construction easement shall cease to exist by operation of law and without the necessity of any further actions by GRANTORS or GRANTEE.

TO HAVE AND TO HOLD the above described easement and rights unto the CITY OF SAN ANTONIO, its successors and assigns, until the use of said property for construction purposes shall be abandoned, and GRANTORS do hereby bind themselves, their heirs, legal representatives, successors and assigns, to warrant and to forever defend all and singular the above described construction 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.

EXECUTED this 2nd day of February, A.D., 1988.

Roland H. Caldwell

ROLAND H. CALDWELL

Edith G. Caldwell

EDITH G. CALDWELL

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 2nd day of of February 1988 by ROLAND H. CALDWELL and wife, EDITH G. CALDWELL.

Richard A. Nelson

NOTARY PUBLIC in and for the State of
TEXAS

RICHARD A. NELSON

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 11/25/89

PARCEL #10769
75 DRAINAGE PROJECT
TEMPORARY EASEMENT

FIELD NOTES

FOR A CONSTRUCTION AND FILL EASEMENT IN SAN ANTONIO

BEING A CONSTRUCTION AND FILL EASEMENT OUT OF THE SOUTH PORTION OF LOT 3, BLOCK 17, NCB 11817, NORTHWOOD ESTATES, UNIT 4, PLAT RECORDED IN VOLUME 3535, PAGE 251, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING: North 00°09'00" West of and 64.00 feet from the Southwest corner of said Lot 3, also being on the West line of said Lot 3;

THENCE: North 00°09'00" West 39.00 feet along the West property line of said Lot 3 to a point for a turn to the right;

THENCE: North 85°57'32" East 125.29 feet to a point on the East property line of said Lot 3, for a turn to the right;

THENCE: South 00°09'00" East 39.00 feet along the East property line of said Lot 3 to a point for a turn to the right;

THENCE: South 85°57'32" West 125.29 feet to the POINT OF BEGINNING containing 4875.04 square feet, 0.112 acres, more or less.

EXHIBIT "A"

TO: City Attorney

DATE: March 3, 1988

FROM: Real Estate Division

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

Parcel: 11328

Project: Chicago/Fair/S. Presa Street

1. Amount to appropriate (or authorize payment): $350.00
2. Title company, as escrow agent: N/A
3. Account or Fund #: #45-407155, Index Code #487629

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

cc: To Finance (When funds involved).

Real Estate Division

BY: [signature]

/gl 09/03/87
/gl 12.23/87

PROJECT: Chicago/Fair/S. Presa Street Project

PARCEL: 11328

SALES AGREEMENT
* * * * *

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

THAT, MARION JEAN McCUTCHEN, hereinafter referred to as **"SELLER"**, for and in consideration of the agreed purchase price of THREE HUNDRED FIFTY AND NO/100 ($350.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as **"PURCHASER"**; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

> A portion of Lot 10 and 11, New City Block 7032, according to plat thereof recorded in Volume 980, Page 435, 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:

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.

Alamo 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 purchases price in the amount of $350.00 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 23rd day of DECEMBER A.D., 1987.

WITNESS:

Marion Jean McCutchen

MARION JEAN McCUTCHEN

OWNER ADDRESS:
4734 ALOHA

ADDRESS OF PARCEL:
931 FAIR

ACCEPTED:

CITY OF SAN ANTONIO

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

PARCEL 11328

Property Description: A portion of Lot 10 & 11, New City Block 7032, according to the plat recorded in Volume 980, Page 435, Deed & Plat Records of Bexar County, City of San Antonio, Bexar County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Lot 10 & 11, New City Block 7032, according to the plat recorded in Volume 980, Page 435, Deed & Plat Records of Bexar County, City of San Antonio, Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a set iron with cap lying at the intersection of the northerly right-of-way line of Fair Avenue and the westerly right-of-way line of Brodbent Avenue, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, North 89° 09' 20" West, along the northerly right-of-way line of Fair Avenue, a distance of 61.00 feet to a set iron with cap;

THENCE, North 00° 46' 40" East, a distance of 5.00 feet to a set iron with cap;

THENCE, South 89° 09' 20" East, a distance of 61.00 feet to a set iron with cap lying on the westerly right-of-way line of Brodbent Avenue;

THENCE, South 00° 46' 40" West, along said right-of-way line, a distance of 5.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 305.00 sq. ft. of land more or less.

DEED REFERENCE: Volume 1452, Page 100

SUB-LAND, INC.
Consulting Engineers -- Land Surveyors

Robert R. Seipel
Registered Public Surveyor
Texas License No. 4178

September 4, 1985
Job Number 50-85-5543
3966A

EXHIBIT "A"

/1e

TO: City Attorney

DATE: March 3, 1988

FROM: Real Estate Division

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

Parcel: 11329

Project: Chicago/Fair/S. Presa Street

1. Amount to appropriate (or authorize payment): $350.00
2. Title company, as escrow agent: N/A
3. Account or Fund #: #45-407155, Index Code #487629

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

cc: To Finance (When funds involved).

Real Estate Division

BY: [signature]

/gl 09/03/87

PROJECT: Chicago/Fair/S. Presa Street Project

PARCEL: 11329

SALES AGREEMENT

* * * * *

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

THAT, OLLIE B. LOVINS and wife, ALICE M. LOVINS, hereinafter referred to as "SELLERS", for and in consideration of the agreed purchase price of THREE HUNDRED FIFTY AND NO/100 ($350.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, hereinafter referred to as "PURCHASER"; a good and indefeasible fee simple title, free and clear of all liens and encumbrances of every kind (except liens for current taxes and assessments), to the following described premises situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

> A portion of Lot 11 and 12, New City Block 7032, according to plat thereof recorded in Volume 980, Page 435, 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.

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

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

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

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

The agreed purchases price in the amount of $35.00 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 4th day of October, A.D., 1987.

WITNESS:

Ollie B. Lovins
OLLIE B. LOVINS

Alice M. Lovins
ALICE M. LOVINS

OWNER ADDRESS:
927 FAIR

ADDRESS OF PARCEL:
927 FAIR

ACCEPTED:

CITY OF SAN ANTONIO

BY:_____
WILLIAM S. TOUDOUZE
REAL ESTATE SPECIALIST
CAPITAL PROJECTS MANAGEMENT DIVISION

PARCEL 11329

Property Description: A portion of Lot 11 & 12, New City Block 7032, according to the plat recorded in Volume 980, Page 435, Deed & Plat Records of Bexar County, City of San Antonio, Bexar County, Texas

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Lot 11 & 12, New City Block 7032, according to the plat recorded in Volume 980, Page 435, Deed & Plat Records of Bexar County, City of San Antonio, Bexar County, Texas, and is more particularly described by metes and bounds as follows:

Commencing at a set iron with cap lying at the intersection of the northerly right-of-way line of Fair Avenue and the westerly right-of-way line of Brodbent Avenue; Thence, North 89° 09' 20" West, along the northerly right-of-way line of Fair Avenue, a distance of 61.00 feet to a set iron with cap, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, North 89° 09' 20" West, continuing along said right-of-way line, a distance of 60.00 feet to a set iron with cap;

THENCE, North 00° 46' 40" East, a distance of 5.00 feet to a set iron with cap;

THENCE, South 89° 09' 20" East, a distance of 60.00 feet to a set iron with cap;

THENCE, South 00° 46' 40" West, a distance of 5.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 300.00 sq. ft. of land more or less.

DEED REFERENCE: Volume 6303, Page 339

SUB-LAND, INC.
Consulting Engineers -- Land Surveyors

Robert R. Seipel
Registered Public Surveyor
Texas License No. 4178

September 4, 1985
Job Number 50-85-5543
3962A

EXHIBIT "A"

TO: City Attorney

DATE: March 3, 1988

FROM: Real Estate Division

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

Parcel: 12407

Project: New Access Street (Woodlawn Ave. to Magnolia Ave.)

1. Amount to appropriate (or authorize payment): $52,600.00
2. Title company, as escrow agent: First American
3. Account or Fund #: #26-013122, Index Code #262030

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

cc: To Finance (When funds involved).

Real Estate Division

BY: [signature]

/gl 02/19/88

PROJECT: New Access Street

PARCEL: 12407

SALES AGREEMENT
* * * * *

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

THAT, DANIEL JOSE CAMPOS and wife, MARIA C. CAMPOS, hereinafter referred to as **"SELLERS"**, for and in consideration of the agreed purchase price of FIFTY-TWO THOUSAND SIX HUNDRED AND NO/100 (52,600.00) DOLLARS, and upon the terms and conditions hereof, contract to GRANT, SELL and CONVEY by General Warranty Deed to the City of San Antonio, 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 5,644.98 square feet or 0.130 acre, more or less, out of Lots 2 and 3, Block 1, New City Block 6480, Woodlawn Place Addition, in the City of San Antonio, Bexar County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof,

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

The above consideration also includes payment for house, sheds, driveways, fences, trees and landscaping within the above described property.

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

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

The agreed purchase price in the amount of $52,600.00 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 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 **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 22nd day of February, A.D., 1988.

WITNESS:

DANIEL JOSE CAMPOS

MARIA C. CAMPOS

FIELD NOTES FOR
PARCEL 12407

Being a parcel of land containing 5,644.98 square feet or 0.130 acre of land, known as Lots 2 and 3, Block 1, New City Block 6480, Woodlawn Place Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Northwest corner of the tract, said pin being on the South right-of-way line of Mistletoe Avenue;

THENCE, along said right-of-way line, S 83° 53' 35" E, for a distance of 50.00 feet to an iron pin found, said pin being the northeast corner of the tract;

THENCE, S 6° 03' 06" W, for a distance of 138.80 feet to an iron pin found, said pin being the southeast corner of the tract;

THENCE, N 83° 53' 35" W, for a distance of 13.00 feet to an iron pin set;

THENCE, N 21° 47' 41" W, for a distance of 79.21 feet to an iron pin found;

THENCE, N 6° 03' 06" E, for a distance of 68.00 feet to the POINT OF BEGINNING and CONTAINING 5,644.98 square feet or 0.130 acre of land, more or less.

EXHIBIT "A"

/le

TO: City Attorney

DATE: March 3, 1988

FROM: Capital Projects Management, Right-of-Way Acquisition Section

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

Parcel: Misc. Easements & Dedications

Project: Babcock Road Dedication - Zoning Case No. Z-86082

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

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

3. Account or Fund #: N/A

Special Instructions: Accepting a Dedication Deed per attached copy.

cc: To Finance (When funds involved).

CAPITAL PROJECTS MANAGEMENT
RIGHT-OF-WAY ACQUISITION

BY:

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

RE: Parcel No. Misc. Easements & Dedications

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

/XX/ Deed - Dedication - Volume 4268, Page 1602

/ / Easement

/ / Title Guaranty Policy

/XX/ Other: Partial Release of Lien - Volume 4268, Page 1605

CAR WASH EQUIPMENT CO., INC.

The above parcel was obtained for Babcock Road Dedication - Zoning Case #Z-86082.

Ordinance No.: 66789, Dated: March 17, 1988

REAL ESTATE DIVISION

BY: WILLIAM S. TOUDOUZE

DATE: April 10, 1990

FILED _____ (date) in

The office of the City Clerk

Norma S. Rodriguez

CITY CLERK

5

1 057933

/gl 12/17/87

Return to:
Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

Misc. Easements and Dedications

Babcock Road Dedication - Zoning Case No. Z-86082

D E D I C A T I O N

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

THAT, CAR WASH EQUIPMENT CO., INC., hereinafter called the **GRANTOR** hereby declares its intention to make a Dedication, and does hereby GRANT, CONVEY and DEDICATE, to the CITY OF SAN ANTONIO, for and in consideration of the benefits which will accrue to **GRANTOR**, to **GRANTOR'S** other property and to the public generally, the following described parcel of land:

A 0.0362 acre (1,575 square feet) of land, being a 15 foot strip of land across the most southwesterly lot line of Lot 2, Block 3, New City Block 14687 as recorded in Volume 3025, Page 8 of the Deed and Plat Records of Bexar County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said GRANTEE, its successors and assigns forever; and does hereby bind itself, its executors and administrators to WARRANT and FOREVER DEFEND all and singular the said premises unto the said GRANTEE, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, to be used for public purposes, including a right-of-way for a street or highway and utilities, drainage and sewer lines.

WITNESS my hand (s) this 23rd day of February ,A.D., 1988.

CAR WASH EQUIPMENT CO., INC.

BY: Ray Ellis
President

03-31-88 0260080 0170198 $5.00 Y 01 01963

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 23rd day of February, 1988, by Ray Ellis, the President of CAR WASH EQUIPMENT CO., INC., on behalf of said company

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

LINDA BARDIN
Notary Public, State of Texas
My Commission Expires 8-28-89

Linda Bardin
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-28-89

VOL 4 268 PAGE 1602

SOUTH TEXAS ENGINEERING, Inc.
KOGER EXECUTIVE CENTER, SABINE BLDG.
4606 CENTERVIEW DRIVE, SUITE 110
SAN ANTONIO, TX. 78228-1798 • (512) 736-2646

PROPERTY DESCRIPTION

OF

A 0.0362 ACRE (1,575 SQUARE FEET) OF LAND, BEING A 15-FOOT STRIP OF LAND ACROSS THE MOST SOUTHWESTERLY LOT LINE OF LOT 2, BLOCK 3, NEW CITY BLOCK 14687 AS RECORDED IN VOLUME 3025, PAGE 8 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLOWS:

BEGINNING: AT A FOUND IRON PIN IN THE NORTHEAST RIGHT-OF-WAY LINE OF BABCOCK ROAD, BEING SOUTH 33° 00'00" EAST, A DISTANCE OF 563.21 FEET FROM THE CUT-BACK LINE OF BABCOCK ROAD AND HUEBNER ROAD, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF AFOREMENTIONED LOT 2;

THENCE: DEPARTING SAID RIGHT-OF-WAY LINE NORTH 67° 00'00" EAST, A DISTANCE OF 15.23 FEET TO AN ANGLE POINT IN THE NORTHWEST PROPERTY LINE OF LOT 2, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: SOUTH 33°00'00" EAST , A DISTANCE OF 105.00 FEET TO AN ANGLE POINT FOR THE MOST SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT ALSO BEING IN THE SOUTHEAST LINE OF SAID LOT 2;

THENCE: ALONG SAID LOT LINE, SOUTH 67° 00'00" WEST, A DISTANCE OF 15.23 FEET TO A FOUND IRON PIN IN THE NORTHEAST RIGHT-OF-WAY LINE OF BABCOCK ROAD;

THENCE: ALONG SAID RIGHT-OF-WAY LINE OF BABCOCK ROAD, NORTH 33° 00'00" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.0362 ACRE OR 1,575 SQUARE FEET OF LAND.

HARDIT SINGH

STATE OF TEXAS
HARDIT SINGH
4600
REGISTERED PUBLIC SURVEYOR

TITLE: REGISTERED PUBLIC SURVEYOR #4600

DATE: DECEMBER 4, 1987

JOB NO: 861352-00-02

EXHIBIT "A"

1037934

/gl 12/18/87

Return to:
Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

Misc. Easements and Dedications

Babcock Road dedication - Zoning Case No. Z-86082

PARTIAL RELEASE OF LIEN

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

THAT the undersigned, of the County of Bexar, and State of Texas, the legal and equitable owner and holder of one certain promissory note in the principal sum of ONE HUNDRED FORTY-SEVEN THOUSAND AND NO/100 DOLLARS ($147,000.00) dated June 16, 1986, executed by CAR WASH EQUIPMENT CO., INC., payable to the order of TEXAS AMERICAN BANK/FORUM recorded in Volume 3725, Page 1548 of the Real Property Records of Bexar County, Texas; against the following described property, to-wit:

A 0.0362 acre (1,575 square feet) of land, being a 15 foot strip of land across the most southwesterly lot line of Lot 2, Block 3, New City Block 14687 as recorded in Volume 3025, Page 8 of the Deed and Plat Records of Bexar County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof,

for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) paid to the undersigned by CAR WASH EQUIPMENT CO., INC, the receipt of which is hereby acknowledged, does hereby RELEASE, DISCHARGE and FOREVER ACQUIT unto the said CAR WASH EQUIPMENT CO., INC, the above described property from said Deed of Trust, against the same securing the payment of the above described note.

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

EXECUTED this the 15th day of January, A.D., 1988.

TEXAS AMERICAN BANK/FORUM

03-31-88 0260080 0170199 $7.00 Y 01 01963

BY: Ed Henry
Exec. V. President

VOL 4268 PAGE 1605

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 15th day of January, 1988 by Ed Haney, Executive Vice, ____ President of TEXAS AMERICAN BANK/FORUM, on behalf of said bank.

SHARON ALTUM
NOTARY PUBLIC
STATE OF TEXAS
My Comm. Expires 5/9/91

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

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES_____

SOUTH TEXAS ENGINEERING, Inc.
KOGER EXECUTIVE CENTER, SABINE BLDG.
4606 CENTERVIEW DRIVE, SUITE 110
SAN ANTONIO, TX. 78228-1798 • (512) 736-2646

PROPERTY DESCRIPTION

OF

A 0.0362 ACRE (1,575 SQUARE FEET) OF LAND, BEING A 15-FOOT STRIP OF LAND ACROSS THE MOST SOUTHWESTERLY LOT LINE OF LOT 2, BLOCK 3, NEW CITY BLOCK 14687 AS RECORDED IN VOLUME 3025, PAGE 8 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED AS FOLOWS:

BEGINNING: AT A FOUND IRON PIN IN THE NORTHEAST RIGHT-OF-WAY LINE OF BABCOCK ROAD, BEING SOUTH 33° 00'00" EAST, A DISTANCE OF 563.21 FEET FROM THE CUT-BACK LINE OF BABCOCK ROAD AND HUEBNER ROAD, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF AFOREMENTIONED LOT 2;

THENCE: DEPARTING SAID RIGHT-OF-WAY LINE NORTH 67° 00'00" EAST, A DISTANCE OF 15.23 FEET TO AN ANGLE POINT IN THE NORTHWEST PROPERTY LINE OF LOT 2, SAID POINT ALSO BEING THE MOST NORTHWESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE: SOUTH 33°00'00" EAST , A DISTANCE OF 105.00 FEET TO AN ANGLE POINT FOR THE MOST SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT, SAID POINT ALSO BEING IN THE SOUTHEAST LINE OF SAID LOT 2;

THENCE: ALONG SAID LOT LINE, SOUTH 67° 00'00" WEST, A DISTANCE OF 15.23 FEET TO A FOUND IRON PIN IN THE NORTHEAST RIGHT-OF-WAY LINE OF BABCOCK ROAD;

THENCE: ALONG SAID RIGHT-OF-WAY LINE OF BABCOCK ROAD, NORTH 33° 00'00" WEST, A DISTANCE OF 105.00 FEET TO THE POINT OF BEGINNING CONTAINING 0.0362 ACRE OR 1,575 SQUARE FEET OF LAND.

HARDIT SINGH

STATE OF TEXAS
HARDIT SINGH
4600
REGISTERED PUBLIC SURVEYOR

TITLE: REGISTERED PUBLIC SURVEYOR #4600

DATE: DECEMBER 4, 1987

JOB NO: 861352-00-02

DEC 17 1987

ROW ACQUISITION

EXHIBIT "A"

VOL 4268 PAGE 1607

700
183068 Mal

366006

/gl 03/08/88

Return to:
Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

Project: Harry Wurzbach Drainage
Project #75

Parcel: 10769

WARRANTY DEED
* * * * *

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

THAT, ROLAND H. CALDWELL and wife, EDITH G. CALDWELL, hereinafter referred to as **"GRANTORS"**, of the County of Bexar, State of Texas, for and in consideration of the sum of TWELVE THOUSAND EIGHT HUNDRED AND NO/100 ($12,800.00), DOLLARS to them in hand paid by the **"GRANTEE"**, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as **GRANTEE**, a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 9066, San Antonio, Texas 78285, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being out of the south portion of Lot 3, Block 17, New City Block 11817, NORTHWOOD ESTATES, UNIT 4, plat recorded in Volume 3535, Page 251, Deed and Plat Records of Bexar County, Texas and being more particularly described in Exhibit "A" attached hereto and made a part hereof.

~~[illegible] GRANTORS [illegible] GRANTORS~~" RH ehc

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

EXECUTED this the 13th day of April, A.D., 1988.

04-15-88 0261682 0170315 $7.00 Y 01 01963

Roland H. Caldwell
ROLAND H. CALDWELL

Edith G. Caldwell
EDITH G. CALDWELL

VOL 4281 PAGE 0994

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 13 day of April, 1988 by ROLAND H. CALDWELL and wife, EDITH G. CALDWELL.

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

NOTARY PUBLIC STATE OF TEXAS
MARCIA A. HIDALGO
My Commission Expires 1-10-89

Marcia A. Hidalgo
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 1-10-89

PARCEL # 10769
#75 DRAINAGE PROJECT
FEE TITLE

FIELD NOTES

FOR A DRAINAGE RIGHT-OF-WAY IN SAN ANTONIO

BEING A DRAINAGE RIGHT-OF-WAY OUT OF THE SOUTH PORTION OF LOT 3, BLOCK 17, NCB 11817, NORTHWOOD ESTATES, UNIT 4, PLAT RECORDED IN VOLUME 3535, PAGE 251, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING: At the Southwest corner of said Lot 3, also being on the north line of a 15 foot alley;

THENCE: North 00°09'00" West 64.00 feet along the West property line of said Lot 3 to a point for a turn to the right;

THENCE: North 85°57'32" East 125.29 feet to a point on the East property line of said Lot 3, for a turn to the right;

THENCE: South 00°09'00" East 64.00 feet along the East property line of said Lot 3 to the Southeast corner of said Lot 3, also being the Southwest corner of Lot 4, and being on the North line of a 15 foot alley, for a turn to the right;

THENCE: South 85°57'32" West 125.29 feet along the South line of said Lot 3 to the POINT OF BEGINNING, containing 8,000.08 square feet, 0.184 acre, more or less.

EXHIBIT "A"

7.00
183068 mah

1566008

/dow 02/04/88

Parcel: 10769

Return to:
Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

Project: Harry Wurzbach Drainage Project #75

DEED OF TRUST

PARTIAL RELEASE OF LIEN

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

THAT the undersigned, of the County of Bexar, and State of Texas, the legal and equitable owner and holder of one certain promissory note in the principal sum of TEN THOUSAND AND NO/100 DOLLARS ($10,000.00) dated October 12, 1978, executed by **ROLAND H. CALDWELL and wife, EDITH G. CALDWELL as OWNERS and ASSOCIATED POOLS, as CONTRACTOR,** payable to the order of **SAN ANTONIO SAVINGS ASSOCIATION;** said note being secured by said Deed of Trust, duly recorded in Volume 1333, Page 798 of the Real Property Records of Bexar County, Texas; among other property, against the following described property, to-wit:

> Being a drainage right-of-way out of the south portion of Lot 3, Block 17, New City Block 11817, **NORTHWOOD ESTATES, UNIT 4,** plat recorded in Volume 3535, Page 251, Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and being made a part hereof;

for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) paid to the undersigned by **ROLAND H. CALDWELL and wife, EDITH G. CALDWELL** the receipt of which is hereby acknowledged, do hereby **RELEASE, DISCHARGE and FOREVER ACQUIT** unto the said **ROLAND H. CALDWELL and wife, EDITH G. CALDWELL** the above described property from said Deed of Trust, against the same securing the payment of the above described note.

04-15-88 0261682 0170317 $7.00 Y 01 01963

VOL 4281 PAGE 1002

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

EXECUTED this the 25 day of February, A.D., 1988.

SAN ANTONIO SAVINGS ASSOCIATION

BY: Jack Cruikshank
Jack Cruikshank Vice- President

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 25th day of February, 1988 by Jack Cruikshank, Vice President of SAN ANTONIO SAVINGS ASSOCIATION.

Barbara A. Jordan
Notary Public in and for the State of
TEXAS

Barbara A. Jordan
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: May 15, 1991

PARCEL # 10769
#75 DRAINAGE PROJECT
FEE TITLE

FIELD NOTES

FOR A DRAINAGE RIGHT-OF-WAY IN SAN ANTONIO

BEING A DRAINAGE RIGHT-OF-WAY OUT OF THE SOUTH PORTION OF LOT 3, BLOCK 17, NCB 11817, NORTHWOOD ESTATES, UNIT 4, PLAT RECORDED IN VOLUME 3535, PAGE 251, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING: At the Southwest corner of said Lot 3, also being on the north line of a 15 foot alley;

THENCE: North 00°09'00" West 64.00 feet along the West property line of said Lot 3 to a point for a turn to the right;

THENCE: North 85°57'32" East 125.29 feet to a point on the East property line of said Lot 3, for a turn to the right;

THENCE: South 00°09'00" East 64.00 feet along the East property line of said Lot 3 to the Southeast corner of said Lot 3, also being the Southwest corner of Lot 4, and being on the North line of a 15 foot alley, for a turn to the right;

THENCE: South 85°57'32" West 125.29 feet along the South line of said Lot 3 to the POINT OF BEGINNING, containing 8,000.08 square feet, 0.184 acre, more or less.

EXHIBIT "A"

Loan # 922011-2

1566007

7.00
183068 mah

/dow 02/04/88

Parcel: 10769

Return to:

Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

Project: Harry Wurzbach Drainage Project #75

DEED OF TRUST

PARTIAL RELEASE OF LIEN

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

THAT the undersigned, of the County of Bexar, and State of Texas, the legal and equitable owner and holder of one certain promissory note in the principal sum of SIXTY THOUSAND AND NO/100 DOLLARS ($60,000.00) dated September 2, 1969, executed by **ROLAND H. CALDWELL and wife, EDITH G. CALDWELL** to **J. MAURICE SMITH, Trustee,** payable to the order of **SAN ANTONIO SAVINGS ASSOCIATION;** said note being secured by said Deed of Trust, duly recorded in Volume 6226, Page 154 of the Deed of Trust Records of Bexar County, Texas; among other property, against the following described property, to-wit:

> Being a drainage right-of-way out of the south portion of Lot 3, Block 17, New City Block 11817, **NORTHWOOD ESTATES, UNIT 4,** plat recorded in Volume 3535, Page 251, Deed and Plat Records of Bexar County, Texas, and being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and being made a part hereof;

for and in consideration of the sum of ONE AND NO/100 DOLLARS ($1.00) paid to the undersigned by **ROLAND H. CALDWELL and wife, EDITH G. CALDWELL** the receipt of which is hereby acknowledged, do hereby **RELEASE, DISCHARGE and FOREVER ACQUIT** unto the said **ROLAND H. CALDWELL and wife, EDITH G. CALDWELL** the above described property from said Deed of Trust, against the same securing the payment of the above described note.

04-15-88 0261682 0170316 $7.00 Y 01 01963

VOL 4281 PAGE 0998

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

EXECUTED this the 25th day of February, A.D., 1988.

SAN ANTONIO SAVINGS ASSOCIATION

BY: _____

XAVIER SANCHEZ, President

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 25th day of February, 1988 by Xavier Sanchez, , Vice President of SAN ANTONIO SAVINGS ASSOCIATION.

Sylvia A. Garza

Notary Public in and for the State of TEXAS

Sylvia A. Garza

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 1-15-91

PARCEL # 10769
#75 DRAINAGE PROJECT
FEE TITLE

FIELD NOTES

FOR A DRAINAGE RIGHT-OF-WAY IN SAN ANTONIO

BEING A DRAINAGE RIGHT-OF-WAY OUT OF THE SOUTH PORTION OF LOT 3, BLOCK 17, NCB 11817, NORTHWOOD ESTATES, UNIT 4, PLAT RECORDED IN VOLUME 3535, PAGE 251, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, MORE FULLY DESCRIBED AS FOLLOWS:

BEGINNING: At the Southwest corner of said Lot 3, also being on the north line of a 15 foot alley;

THENCE: North 00°09'00" West 64.00 feet along the West property line of said Lot 3 to a point for a turn to the right;

THENCE: North 85°57'32" East 125.29 feet to a point on the East property line of said Lot 3, for a turn to the right;

THENCE: South 00°09'00" East 64.00 feet along the East property line of said Lot 3 to the Southeast corner of said Lot 3, also being the Southwest corner of Lot 4, and being on the North line of a 15 foot alley, for a turn to the right;

THENCE: South 85°57'32" West 125.29 feet along the South line of said Lot 3 to the POINT OF BEGINNING, containing 8,000.08 square feet, 0.184 acre, more or less.

EXHIBIT "A"

POLICY O 376517

OWNER POLICY OF TITLE INSURANCE

Form Prescribed by State Board of Insurance of Texas

Southern Title Guaranty Co., Inc.

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

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

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

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

SOUTHERN TITLE GUARANTY CO., INC. AUSTIN TEXAS

Southern Title Guaranty Co., Inc.

President

Secretary

This policy valid only if Schedules A and B are attached and countersigned.

CONDITIONS AND STIPULATIONS

1. DEFINITIONS:

The following terms when used in this policy mean:

(a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property.

(b) "public records": Those records which impart constructive notice of matters relating to the land.

(c) "knowledge": Actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records.

(d) "date": The effective date, including hour if specified.

(e) "Insured": The Insured named in Schedule A and, subject to any rights or defenses the Company may have had against the named Insured or any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase, any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase including but not limited to the following:

(i) heirs, devisees, distributees, executors and administrators;

(ii) the successors in interest to a corporation resulting from merger or consolidation or the distribution of the assets of such corporation upon partial or complete liquidation;

(iii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;

(iv) the successors in interest to a general or limited partnership resulting from the distribution of the assets of such general or limited partnership upon partial or complete liquidation;

(v) the successors in interest to a joint venture resulting from the distribution of the assets of such joint venture upon partial or complete liquidation;

(vi) the successor or substitute trustee of a trustee named in a written trust instrument; or

(vii) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of such trust to the beneficiaries thereof.

2. EXCLUSIONS FROM THE COVERAGE OF THIS POLICY:

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

(a) LACK OF ADEQUATE TITLE IN THE INSURED PROPERTY TO ALLOW IT TO BE USED, SOLD, TRANSFERRED, LEASED OR MORTGAGED FOR ANY PURPOSE INTENDED BY THE INSURED NOR LOSS OF OPPORTUNITY OR ECONOMIC EXPECTATION.

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.

(c) Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or to filled-in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.

(d) Defects, liens, encumbrances, adverse claims, or other matters (1) created, suffered, assumed or agreed to by the Insured; (2) not known to the Company and not shown by the public records but known to the Insured either at the date of this policy or at the date the Insured acquired an estate or interest insured by this policy and not disclosed in writing by the Insured to the Company prior to the date such Insured became an Insured hereunder; (3) resulting in no loss or damage to the Insured; (4) attaching or created subsequent to the date of this policy; (5) resulting in loss or damage which would not have been sustained if the Insured had paid value for the estate or interest insured by this policy; or (6) the homestead or community property or survivorship rights, if any, of any spouse of any Insured.

3. DEFENSE AND PROSECUTION OF ACTIONS:

(a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.

(b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not barred by law or statute. The Company shall notify the Insured in writing, within a reasonable time, of its determination as to the validity or invalidity

(Continued Below)

SCHEDULE A

GF NO. 183068 OWNER POLICY NO. O 376517

DATE OF POLICY: APRIL 15, 1988 AMOUNT: $12,800.00

NAME OF INSURED: CITY OF SAN ANTONIO

1. THE ESTATE OR INTEREST IN THE LAND INSURED BY THIS POLICY IS: (FEE SIMPLE, LEASEHOLD, EASEMENT, ETC. - IDENTIFY OR DESCRIBE)
   FEE SIMPLE

2. THE LAND REFERRED TO IN THIS POLICY IS DESCRIBED AS FOLLOWS:

   PARCEL NUMBER 10769:

   BEING A DRAINAGE RIGHT-OF-WAY OUT OF THE SOUTH PORTION OF LOT 3, BLOCK 17, NEW CITY BLOCK 11817, NORTHWOOD ESTATES, UNIT 4, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS, ACCORDING TO PLAT RECORDED IN VOLUME 3535, PAGE 251, DEED AND PLAT RECORDS, BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

   BEGINNING at the Southwest corner of said Lot 3, also being on the North line of a 15 foot alley;

   THENCE North 00 Degrees 09 Minutes 00 Seconds West 64.00 feet along the West property line of said Lot 3 to a point for a turn to the right;

   THENCE North 85 Degrees 57 Minutes 32 Seconds East 125.29 feet to a point on the East property line of said Lot 3, for a turn to the right;

   THENCE South 00 Degrees 09 Minutes 00 Seconds East 64.00 feet along the East property line of said Lot 3 to the Southeast corner of said Lot 3, also being the Southwest corner of Lot 4 and being on the North line of a 15 foot alley, for a turn to the right;

   THENCE South 85 Degrees 57 Minutes 32 Seconds West 125.29 feet along the South line of said Lot 3 to the POINT OF BEGINNING containing 8,000.08 square feet, 0.184 acres of land, more or less.

COUNTERSIGNED:
COMMERCIAL ABSTRACT AND TITLE COMPANY

Marcia Hidalgo
AUTHORIZED SIGNATURE

Commercial Abstract & Title Co.

Southern Title Guaranty Co., Inc.

SCHEDULE B

THIS POLICY IS SUBJECT TO THE CONDITIONS AND STIPULATIONS HEREOF, THE TERMS AND CONDITIONS OF THE LEASES OR EASEMENTS INSURED, IF ANY, SHOWN IN SCHEDULE A, AND TO THE FOLLOWING MATTERS WHICH ARE ADDITIONAL EXCEPTIONS FROM THE COVERAGE OF THIS POLICY:

1. THE FOLLOWING RESTRICTIVE COVENANTS OF RECORD ITEMIZED BELOW (THE COMPANY MUST EITHER INSERT SPECIFIC RECORDED DATA OR STATE 'NONE OF RECORD'):
   None, save those recorded in Volume 3663, Page 355, Deed Records, Bexar County, Texas.

2. ANY DISCREPANCIES, CONFLICTS, OR SHORTAGES IN AREA OR BOUNDARY LINES, OR ANY ENCROACHMENTS, OR ANY OVERLAPPING OF IMPROVEMENTS.

3. TAXES FOR THE YEAR 1988 AND SUBSEQUENT YEARS, AND SUBSEQUENT ASSESSMENTS FOR PRIOR YEARS DUE TO CHANGE IN LAND USAGE OR OWNERSHIP.

4. THE FOLLOWING LIEN(S) AND ALL TERMS, PROVISIONS AND CONDITIONS OF THE INSTRUMENT(S) CREATING OR EVIDENCING SAID LIEN(S):

5. 6' x 100' Utility Pole and Tie Back Easement beginning in the most Southwesterly corner of Lot and running 100' along the most Westerly property line as recorded in Volume 3535, Page 251, Deed and Plat Records, Bexar County, Texas.

6. 140' Back Building Line as shown on plat recorded in Volume 3535, Page 251, Deed and Plat Records, Bexar County, Texas.

COUNTERSIGNED:
Commercial Abstract & Title Co.

Marcia A Hidalgo
AUTHORIZED SIGNATURE

Commercial Abstract & Title Co.

(Continued From Above)

of the Insured's claim or charge under the policy. If the Company concludes that the lien, encumbrance, adverse claim or defect is not covered by this policy, or was otherwise addressed in the closing of the transaction in connection with which this policy was issued, the Company shall specifically advise the Insured of the reasons for its determination. If the Company concludes that the lien, encumbrance, adverse claim or defect is valid, the Company shall take one of the following actions: (1) institute the necessary proceedings to clear the lien, encumbrance, adverse claim or defect from the title to the estate as insured; (2) indemnify the Insured as provided in this policy; (3) upon payment of appropriate premium and charges therefor, issue to the current Insured or to a subsequent owner, mortgagee or holder of the estate or interest in the land insured by this policy, a policy of title insurance without exception for the lien, encumbrance, adverse claim or defect, said policy to be in an amount equal to the current value of the property or, if a mortgagee policy, the amount of the loan; (4) indemnify another title insurance company in connection with its issuance of a policy(ies) of title insurance without exception for the lien, encumbrance, adverse claim or defect; (5) secure a release or other document discharging the lien, encumbrance, adverse claim or defect; or (6) undertake a combination of 1. through 5. herein.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) Whenever requested by the Company, such insured shall give the Company all reasonable aid in any such action or proceeding, in effecting settlement, securing evidence, obtaining witnesses, or prosecuting or defending such action or proceeding, and the Company shall reimburse such insured for any expense so incurred.

(f) Any action taken by the Company for the defense of the Insured or to establish the title as insured, or both, shall not be construed as an admission of liability, and the Company shall not thereby be held to concede liability or waive any provision of this policy.

4. PAYMENT OF LOSS:

(a) No claim shall arise or be maintainable under this policy for liability voluntarily assumed by the Insured in settling any claim or suit without written consent of the Company.

(b) All payments under this policy, except payments made for costs, attorney fees and expenses, shall reduce the amount of the insurance pro tanto; and the amount of this policy shall be reduced by any amount the Company may pay under any policy insuring the validity or priority of any lien excepted to herein or any instrument hereafter executed by the Insured which is a charge or lien on the land, and the amount so paid shall be deemed a payment to the Insured under this policy.

(c) The Company shall have the option to pay or settle or compromise for or in the name of the Insured any claim insured against by this policy, and such payment or tender of payment, together with all costs, attorney fees and expenses which the Company is obligated hereunder to pay, shall terminate all liability of the Company hereunder as to such claim. Further, the payment or tender of payment of the full amount of this policy by the Company shall terminate all liability of the Company under this policy.

(d) Whenever the Company shall have settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the Insured, and it shall be subrogated to and be entitled to all rights and remedies of the Insured against any person or property in respect to such claim. The Insured, if requested by the Company, shall transfer to the Company all rights and remedies against any person or property necessary in order to perfect such right of subrogation, and shall permit the Company to use the name of the Insured in any transaction or litigation involving such rights or remedies.

5. POLICY ENTIRE CONTRACT:

Any action, actions or rights of action that the Insured may have, or may bring, against the Company, arising out of the status of the title insured hereunder, must be based on the provisions of this policy, and all notices required to be given the Company, and any statement in writing required to be furnished the Company, shall be addressed to it at: 919 Congress Suite 500, Austin, Texas 78701

6. THIS POLICY IS NOT TRANSFERABLE.

COMPLAINT NOTICE: Should any dispute arise about your premium or about a claim that you have filed, contact the agent or write to the company that issued the policy. If the problem is not resolved, you may also write the State Board of Insurance, Department C, 1110 San Jacinto Blvd., Austin, Texas 78786. This notice of complaint procedure is for information only and does not become a part or condition of this policy.

NOTE: THIS POLICY VALID ONLY IF SCHEDULES A AND B ARE ATTACHED AND COUNTERSIGNED.

OWNER POLICY OF TITLE INSURANCE

FORMS PRESCRIBED BY
STATE BOARD OF INSURANCE
OF TEXAS
(REVISED 3-1-85)

Southern Title Guaranty Co., Inc.

HOME OFFICE
919 CONGRESS SUITE 500
AUSTIN, TEXAS 78701
512/476-4900
TEXAS Wats 800-772-0153

OWNER POLICY OF TITLE INSURANCE

ISSUED THROUGH THE OFFICE OF:

COMMERCIAL ABSTRACT & TITLE CO.
1100 N.E. Loop 410 - Suite 600
San Antonio, TX 78209-1591
(512) 824-9611

Southern Title Guaranty Co., Inc.

HOME OFFICE
919 CONGRESS SUITE 500
AUSTIN, TEXAS 78701
512/476-4900
TEXAS Wats 800-772-0153

Southern Title Guaranty Co., Inc.

HOME OFFICE: 919 CONGRESS SUITE 500, AUSTIN, TEXAS 78701, 512/476-4900, Texas WATS 800-772-0153

TO: CITY CLERK

FROM: REAL ESTATE DIVISION

RE: Parcel No. 12407

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

/XX/ Deed - Vol. 4274, Pages 1212-1215

/ / Easement

/XX/ Title Guaranty Policy

/XX/ Other: Affidavits - Vol. 4274, Pages 1204-1207 & Pages 1208-1211

The above parcel was obtained for New Access Street.

Ordinance No.: 66789, Date: 3-17-88

REAL ESTATE DIVISION

BY: William S. Toudouze

DATE: September 30, 1997

FILED _____ (date) in

The Office of the City Clerk

CITY CLERK

GF# 87-11-2239 $7.00 1561633

/gl 03/08/88

Project: New Access Street

Parcel: 12407

Return to:
Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

WARRANTY DEED
* * * * *

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

THAT, DANIEL JOSE CAMPOS and wife, MARIA C. CAMPOS, hereinafter referred to as **"GRANTORS"**, of the County of Bexar, State of Texas, for and in consideration of the sum of TIFTY-TWO THOUSAND SIX HUNDRED AND NO/100 ($52,600.00), DOLLARS to them in hand paid by the **"GRANTEE"**, the receipt of which is hereby acknowledged, have GRANTED, SOLD and CONVEYED, and by these presents do GRANT, SELL and CONVEY unto the CITY OF SAN ANTONIO, hereinafter referred to as **GRANTEE**, a municipal corporation, of the County of Bexar, State of Texas, whose mailing address is P.O. Box 9066, San Antonio, Texas 78285, all of the following described real property situated within the corporate limits of the City of San Antonio, Bexar County, Texas, to-wit:

Being 5,644.98 square feet or 0.130 acre, more or less, out of Lots 2 and 3, Block 1, New City Block 6480, Woodlawn Place Addition, in the City of San Antonio, Bexar County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

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

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

EXECUTED this the 6th day of April, A.D., 1988.

04-06-88 0260641 0170385 $7.00 Y 01 01963

Daniel Jose Campos
DANIEL JOSE CAMPOS

Maria C. Campos
MARIA C. CAMPOS

VOL 4274 PAGE 1212

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 6th day of April, 1988 by DANIEL JOSE CAMPOS and wife, MARIA C. CAMPOS.

NOTARY PUBLIC STATE OF TEXAS

Delia Araujo

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

DELIA ARAUJO
Notary Public, State Of Texas
My Commission Expires 8-11-89

NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 8-11-89

FIELD NOTES FOR
PARCEL 12407

Being a parcel of land containing 5,644.98 square feet or 0.130 acre of land, known as Lots 2 and 3, Block 1, New City Block 6480, Woodlawn Place Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Northwest corner of the tract, said pin being on the South right-of-way line of Mistletoe Avenue;

THENCE, along said right-of-way line, S 83° 53' 35" E, for a distance of 50.00 feet to an iron pin found, said pin being the northeast corner of the tract;

THENCE, S 6° 03' 06" W, for a distance of 138.80 feet to an iron pin found, said pin being the southeast corner of the tract;

THENCE, N 83° 53' 35" W, for a distance of 13.00 feet to an iron pin set;

THENCE, N 21° 47' 41" W, for a distance of 79.21 feet to an iron pin found;

THENCE, N 6° 03' 06" E, for a distance of 68.00 feet to the POINT OF BEGINNING and CONTAINING 5,644.98 square feet or 0.130 acre of land, more or less.

EXHIBIT "A"

GF# 87-11-2239 DA $7.00 1561631

/dow 2/22/88

Parcel: 12407

Return to:

Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

Project: New Access Street

AFFIDAVIT

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

BEFORE ME, the undersigned authority, on this day personally appeared **DANIEL JOSE CAMPOS**, who deposes and says:

THAT, he is not the **DANIEL CAMPOS nor the DANNY CAMPOS** against whom the following Abstracts of Judgment were filed:

1. **TEXAS EMPLOYMENT COMMISSION**, filed October 9, 1984 against **DANIEL CAMPOS** in the sum of $1,385.11, recorded in Volume 3242, Page 2054, Real Property Records of Bexar County, Texas.

2. **VENICE ART TERRAZZO, CO.**, filed December 24, 1984 against **DANIEL CAMPOS** in the sum of $2,200.00, recorded in Volume 3529, Page 496, Real Property Records of Bexar County, Texas.

3. **TEXAS EMPLOYMENT COMMISSION**, filed October 9, 1984 against **DANNY CAMPOS** in the sum of $1,385.11, recorded in Volume 3242, Page 2054, Real Property Records of Bexar County, Texas.

4. **STEPHENS CO.**, filed March 22, 1985 against **DANNY CAMPOS** in the sum of $993.05, recorded in Volume 3404, Page 27, Real Property Records of Bexar County, Texas.

THAT this Affidavit is being made to induce First American Title Insurance Company to issue its policy of title insurance on property owned by me being granted to the City of San Antonio, known as:

04-06-88 0260641 0170383 $7.00 Y 01 01963

BEING a parcel of land containing 5,644.98 square feet or 0.130 acre of land, known as Lot 2 and 3, Block 1, New City Block 6480, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; said parcel being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

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THAT, this affidavit is being made under penalty of perjury.

EXECUTED this the 24TH day of February, A.D., 1988.

Daniel Jose Campos
DANIEL JOSE CAMPOS

Social Security No. 451-52-0676

Address: 1436 W. Mistletoe

City: San Antonio, Tx 78201

SUBSCRIBED AND SWORN TO BEFORE ME, this the 24TH day of February, A.D., 1988.

Juan J. Saldana
Notary Public in and for Bexar County
TEXAS

MY COMMISSION EXPIRES: 3-17-88

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 24TH day of February, 1988 by DANIEL JOSE CAMPOS.

Juan J. Saldana
Notary Public in and for the State of
TEXAS

Juan J. Saldana
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3-17-88

FIELD NOTES - PARCEL 12407

BEING a parcel of land containing 5,644.98 square feet or 0.130 acre of land, known as Lot 2 and 3, Block 1, New City Block 6480, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Northwest corner of the tract, said pin being on the South right-of-way line of Mistletoe Avenue;

THENCE, along said right-of-way line, South 83° 53' 35" East, for a distance of 50.00 feet to an iron pin found, said pin being the northeast corner of the tract;

THENCE, South 6° 03' 06" West, for a distance of 138.80 feet to an iron pin found, said pin being the southeast corner of the tract;

THENCE, North 83° 53' 35" West, for a distance of 13.00 feet to an iron pin set;

THENCE, North 21° 47' 41" West, for a distance of 79.21 feet to an iron pin found;

THENCE, North 6° 03' 06" East, for a distance of 68.80 feet to POINT OF BEGINNING and CONTAINING 5,644.98 square feet or 0.130 acre of land, more or less.

EXHIBIT "A"

GF# 87-11-2239 DA 7.00

1561632

/dow 2/22/88

Parcel: 12407

Return to:
Right of Way Acquisition
City of San Antonio
P. O. Box 9066
San Antonio, TX 78285

Project: New Access Street

AFFIDAVIT

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

BEFORE ME, the undersigned authority, on this day personally appeared **MARIA C. CAMPOS**, who deposes and says:

THAT, she is not the **MARIA CAMPOS** against whom the following Abstract of Judgment was filed:

1. **PATRICIA LEWIS**, filed February 8, 1982 against **MARIA CAMPOS** in the sum of $447.99, recorded in Volume 2522, Page 92, Real Property Records of Bexar County, Texas.

THAT this Affidavit is being made to induce First American Title Insurance Company to issue its policy of title insurance on property owned by me being granted to the City of San Antonio, known as:

BEING a parcel of land containing 5,644.98 square feet or 0.130 acre of land, known as Lot 2 and 3, Block 1, New City Block 6480, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; said parcel being more particularly described by metes and bounds as shown on Exhibit "A" attached hereto and made a part hereof;

THAT, this affidavit is being made under penalty of perjury.

EXECUTED this the 24th day of February, A.D., 1988.

04-06-88 0260641 0170384 $7.00 Y 01 0196 3

Mrs Maria C. Campos
MARIA C. CAMPOS

Social Security No. 450-60-4172

Address: 1436 W Mistletoe

City: San Antonio Tx 78201

VOL 4274 PAGE 1208

SUBSCRIBED AND SWORN TO BEFORE ME, this the 24TH day of FEBRUARY, A.D., 1988.

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

MY COMMISSION EXPIRES: 3-17-88

STATE OF TEXAS }
{
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 24TH day of FEBRU, 1988 by MARIA C. CAMPOS.

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

JUAN J. SALDAÑA
NOTARY'S PRINTED SIGNATURE

MY COMMISSION EXPIRES: 3-17-88

FIELD NOTES - PARCEL 12407

BEING a parcel of land containing 5,644.98 square feet or 0.130 acre of land, known as Lot 2 and 3, Block 1, New City Block 6480, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Northwest corner of the tract, said pin being on the South right-of-way line of Mistletoe Avenue;

THENCE, along said right-of-way line, South 83° 53' 35" East, for a distance of 50.00 feet to an iron pin found, said pin being the northeast corner of the tract;

THENCE, South 6° 03' 06" West, for a distance of 138.80 feet to an iron pin found, said pin being the southeast corner of the tract;

THENCE, North 83° 53' 35" West, for a distance of 13.00 feet to an iron pin set;

THENCE, North 21° 47' 41" West, for a distance of 79.21 feet to an iron pin found;

THENCE, North 6° 03' 06" East, for a distance of 68.80 feet to POINT OF BEGINNING and CONTAINING 5,644.98 square feet or 0.130 acre of land, more or less.

EXHIBIT "A"

First American Title Insurance Company
of Texas

№ 144466 O **OWNER POLICY OF TITLE INSURANCE**

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

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

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

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

First American Title Insurance Company
of Texas

FIRST AMERICAN TITLE INSURANCE COMPANY INCORPORATED JULY 17 1929 TEXAS

ATTEST Secretary,

BY PRESIDENT

GENERAL CONDITIONS AND STIPULATIONS

1. Definitions

The following terms when used in this policy mean:

(a) "land": The land described, specifically or by reference, in Schedule A, and improvements affixed thereto which by law constitute real property.

(b) "public records": Those records which impart constructive notice of matters relating to land.

(c) "knowledge": Actual knowledge, not constructive knowledge or notice which may be imputed to the Insured by reason of any public records.

(d) "date": The effective date, including hour if specified.

(e) "insured": the Insured named in Schedule A and, subject to any rights or defenses the Company may have had against the named Insured or any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase, any person or entity who succeeds to the interest of such named Insured by operation of law as distinguished from purchase including but not limited to the following:

(i) heirs, devisees, distributees, executors and adminstrators;

(ii) the successors in interest to a corporation resulting from merger or consolidation or the distribution of assets of such corporation upon partial or complete liquidation;

(iii) the partnership successors in interest to a general or limited partnership which dissolves but does not terminate;

(iv) the successors in interest to a general or limited partnership resulting from the distribution of the assets of such general or limited partnership upon partial or complete liquidation;

(v) the successors in interest to a joint venture resulting from the distribution of the assets of such joint venture upon partial or complete liquidation;

(vi) the successor or substitute trustee of a trustee named in a written trust instrument; or

(vii) the successors in interest to a trustee or trust resulting from the distribution of all or part of the assets of such trust to the beneficiaries thereof."

2. Exclusions from the Coverage of this Policy

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

(a) **LACK OF ADEQUATE TITLE IN THE INSURED PROPERTY TO ALLOW IT TO BE USED, SOLD, TRANSFERRED, LEASED OR MORTGAGED FOR ANY PURPOSE INTENDED BY THE INSURED NOR LOSS OF OPPORTUNITY OR ECONOMIC EXPECTATION.**

(b) Governmental rights of police power or eminent domain unless notice of the exercise of such rights appears in the public records at the date hereof; and the consequences of any law, ordinance or governmental regulation including, but not limited to, building and zoning ordinances.

(c) Any titles or rights asserted by anyone including, but not limited to, persons, corporations, governments or other entities to tidelands, or lands comprising the shores of beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or to any land extending from the line of mean low tide to the line of vegetation, or to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or filled-in lands, or artificial islands, or to riparian rights, or the rights or interests of the State of Texas or the public generally in the area extending from the line of mean low tide to the line of vegetation or their right of access thereto, or right of easement along and across the same.

(d) Defects, liens, encumbrances, adverse claims, or other matters (1) created, suffered, assumed or agreed to by the Insured; (2) not known to the Company and not shown by the public records but known to the Insured either at the date of this policy or at the date the Insured acquired an estate or interest insured by this policy and not disclosed in writing by the Insured to the Company prior to the date such Insured became an Insured hereunder; (3) resulting in no loss or damage to the Insured; (4) attaching or created subsequent to the date of this policy; (5) resulting in loss or damage which would not have been sustained if the Insured had paid value for the estate or interest insured by this policy; or (6) the homestead or community property or survivorship rights, if any, of any spouse of any Insured.

3. Defense of Actions

(a) In all cases where this policy provides for the defense of any action or proceeding, the Insured shall secure to the Company the right to so provide defense in such action or proceeding, and all appeals therein, and permit it to use, at its option, the name of the Insured for such purpose.

(b) The Company shall have the right to select counsel of its own choice whenever it is required to defend any action or proceeding, and such counsel shall have complete control of said defense.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest as insured, and the Company may take any appropriate action under the terms of the policy, whether or not it shall be liable thereunder, and shall not thereby concede liability or waive any provision of this policy. When, after the date of the policy, the Insured notifies the Company as required herein of a lien, encumbrance, adverse claim or other defect in title to the estate or interest in the land insured by this policy which is not excluded or excepted from the coverage of this policy, the Company shall promptly investigate such charge to determine whether the lien, encumbrance, adverse claim or defect is valid and not

CONDITIONS AND STIPULATIONS CONTINUED ON BACK PAGE

OWNER POLICY SERIAL NUMBER 144466 0

Date of Policy April 6, 1988

Issued With No. N/A

G. F. No. 87-11-2239 DA

Premium $ 508.00

Rate Rule R-3

Property Type #5

Amount $ 52,600.00

First American Title Insurance Company

of Texas

SCHEDULE A

NAME OF INSURED:

CITY OF SAN ANTONIO

1. The estate or interest in the land insured by this policy is: (fee simple, leasehold, easement, etc. identify or describe)
Fee simple title to the real estate hereinafter described is vested in the Insured by Deed dated April 6, 1988, from Daniel Jose Campos and wife, Maria C. Campos, to City of San Antonio, filed for record in the Real Proerty Records of Bexar County, Texas, on April 6, 1988, under File No. 1561633.
2. The land referred to in this policy is described as follows:

Being 5,644.98 square feet or 0.130 acre, more or less, out of Lots 2 and 3, Block 1, New City Block 6480, Woodlawn Place Addition, in the City of San Antonio, Bexar County, Texas, more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof.

FIRST AMERICAN TITLE COMPANY OF SAN ANTONIO Agent

By: Delia Araujo

Delia Araujo, Escrow Officer

This policy not valid unless duly countersigned by agent.

COUNTERSIGNED: on and as of the date hereof.

FIELD NOTES FOR
PARCEL 12407

Being a parcel of land containing 5,644.98 square feet or 0.130 acre of land, known as Lots 2 and 3, Block 1, New City Block 6480, Woodlawn Place Addition, situated within the corporate limits of the City of San Antonio, Bexar County, Texas; said parcel being more particularly described as follows:

BEGINNING at an iron pin found at the Northwest corner of the tract, said pin being on the South right-of-way line of Mistletoe Avenue;

THENCE, along said right-of-way line, S 83° 53' 35" E, for a distance of 50.00 feet to an iron pin found, said pin being the northeast corner of the tract;

THENCE, S 6° 03' 06" W, for a distance of 138.80 feet to an iron pin found, said pin being the southeast corner of the tract;

THENCE, N 83° 53' 35" W, for a distance of 13.00 feet to an iron pin set;

THENCE, N 21° 47' 41" W, for a distance of 79.21 feet to an iron pin found;

THENCE, N 6° 03' 06" E, for a distance of 68.00 feet to the POINT OF BEGINNING and CONTAINING 5,644.98 square feet or 0.130 acre of land, more or less.

EXHIBIT "A"

OWNER POLICY SERIAL NUMBER 144466 0

G. F. No. 87-11-2239 DA

First American Title Insurance Company

of Texas

SCHEDULE B

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

1. The following restrictive covenants of record itemized below (the Company must either insert specific recording data or state "None of record"): None of record, except those of record in Volume 667 page 518 & 723/229, Deed Records, Bexar County, Texas.
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments, or any overlapping of improvements.
3. Taxes for the year 19 88 and subsequent years, and subsequent assessments for prior years due to change in land usage or ownership. as to State, County, City of San Antonio and San Antonio I.S.D., not yet due and payable.
4. The following lien(s) and all terms, provisions and conditions of the instrument(s) creating or evidencing said lien(s): None

5. Rights of parties in possession.

FIRST AMERICAN TITLE COMPANY OF SAN ANTONIO Agent

By: Delia Araujo

Delia Araujo, Escrow Officer

This policy not valid unless duly countersigned by agent.

COUNTERSIGNED: on and as of the date hereof.

Revised 3/1/83