

CONSENT AGENDA
ITEM NO. 31

**CITY OF SAN ANTONIO
DEPARTMENT OF ASSET MANAGEMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Mayor and City Council

FROM: Rebecca Waldman, Director, Department of Asset Management

DATE: Thursday, January 05, 2006

SUBJECT: S.P. No. 1198 - Request to close, vacate and abandon an improved portion of W. Laurel Ave., located between Interstate Highway 10 and Southern Pacific Railroad tracks, and NCB's 1019 and 1020.

PETITIONER: City of San Antonio, Department of Public Works
Razi Hosseini, P.E., R.P.L.S., Assistant City Engineer
114 W. Commerce St.
San Antonio, Texas 78205

SUMMARY AND RECOMMENDATION

This Ordinance will authorize the closure, vacation and abandonment of an improved portion of W. Laurel Ave., between Interstate Highway 10 and Southern Pacific railroad tracks, and NCB's 1019 and 1020, located in Council District 1, to eliminate an unnecessary railroad crossing which has been deemed a hazard to public safety.

Staff recommends approval of this Ordinance.

BACKGROUND INFORMATION

The City of San Antonio is initiating the closure, vacation and abandonment of an improved portion of W. Laurel Street between Interstate Highway 10 and Union Pacific railroad tracks located in Council District 1, as shown on attached Exhibits "A" & "B". The proposed closure would result in a benefit to the City by eliminating an unnecessary railroad crossing which has been deemed a hazard to public safety. The single abutting property owner will incorporate the proposed Right of Way closure with his adjoining properties in a future plat.

POLICY ANALYSIS

This action is consistent with City Ordinances regulating the closure, vacation and abandonment of Public Right of Way within the Corporate Limits of the City of San Antonio.

FISCAL IMPACT

This action will have no fiscal impact to the City.

COORDINATION

In compliance with City procedures, this request has been canvassed through interested City departments, public utilities and applicable agencies. A Canvassing Checklist and an executed Letter of Agreement, by which the petitioner agrees with all conditions imposed through this canvassing, are attached for review.

SUPPLEMENTARY COMMENTS

The City of San Antonio's Planning Commission recommended approval of this request at its regular meeting of 12/14/2005.

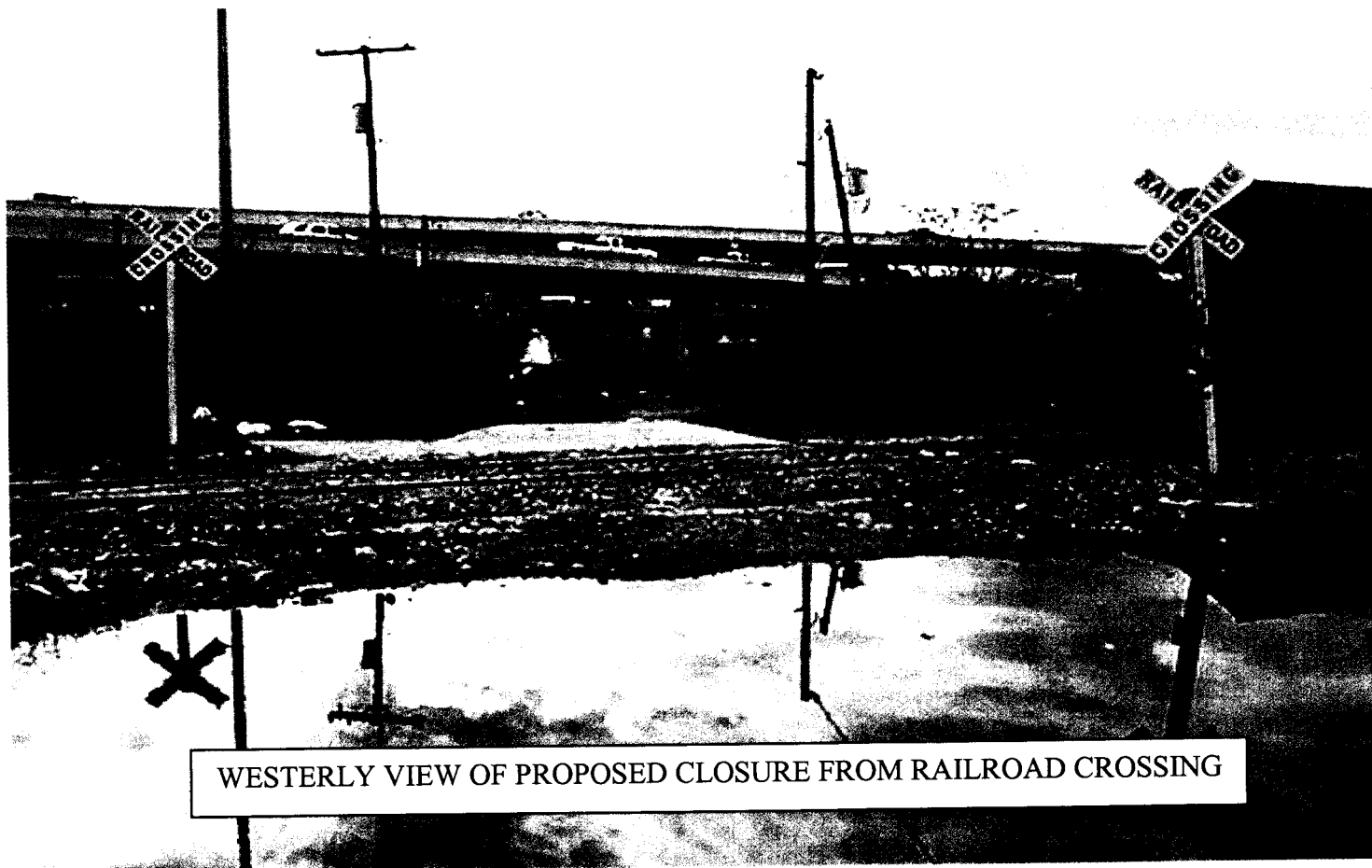
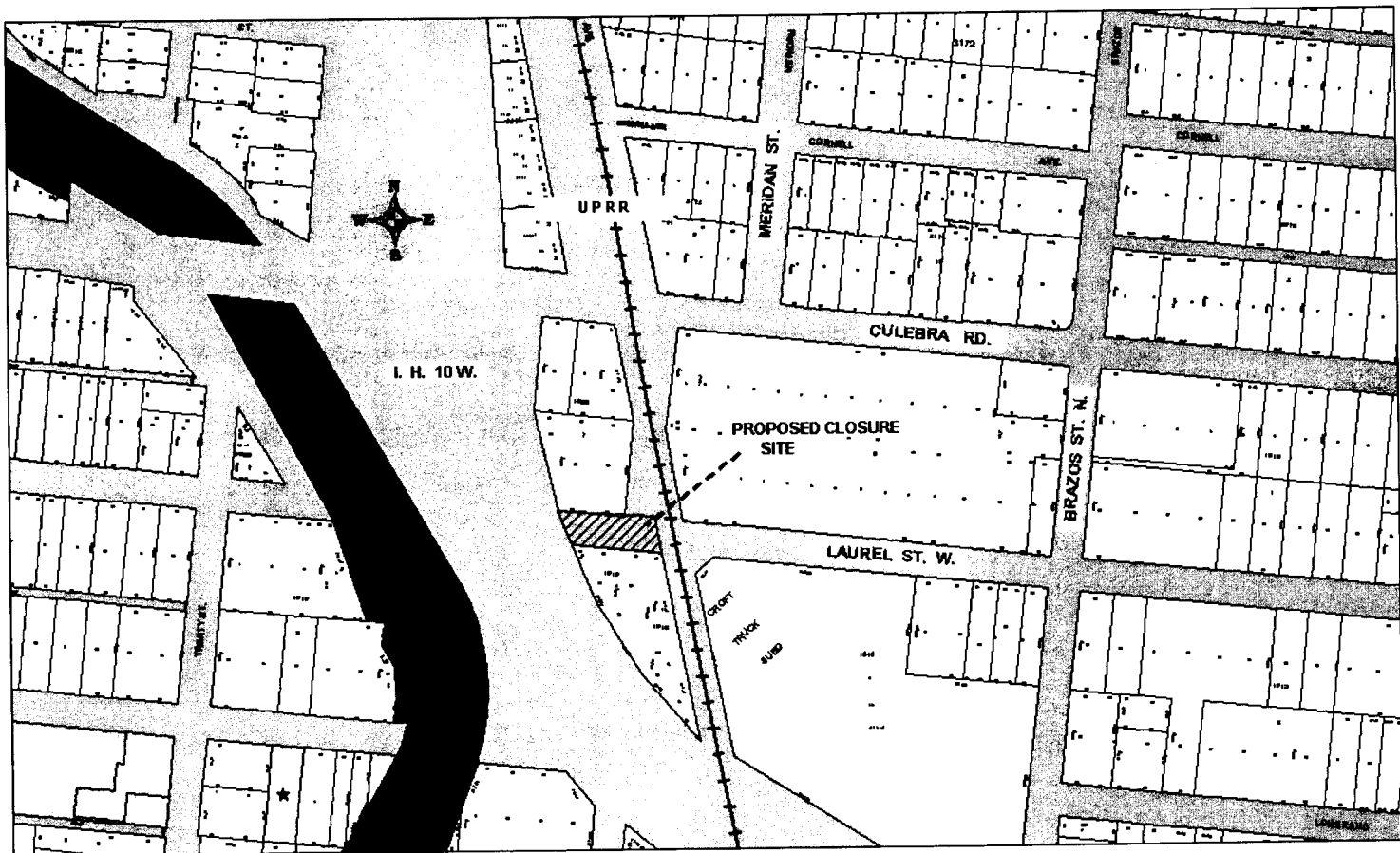
Executed Discretionary Contracts Disclosure Statement from single abutting property owner is attached.



Rebecca Waldman, Director
Department of Asset Management



Erik J. Walsh
Assistant to the City Manager

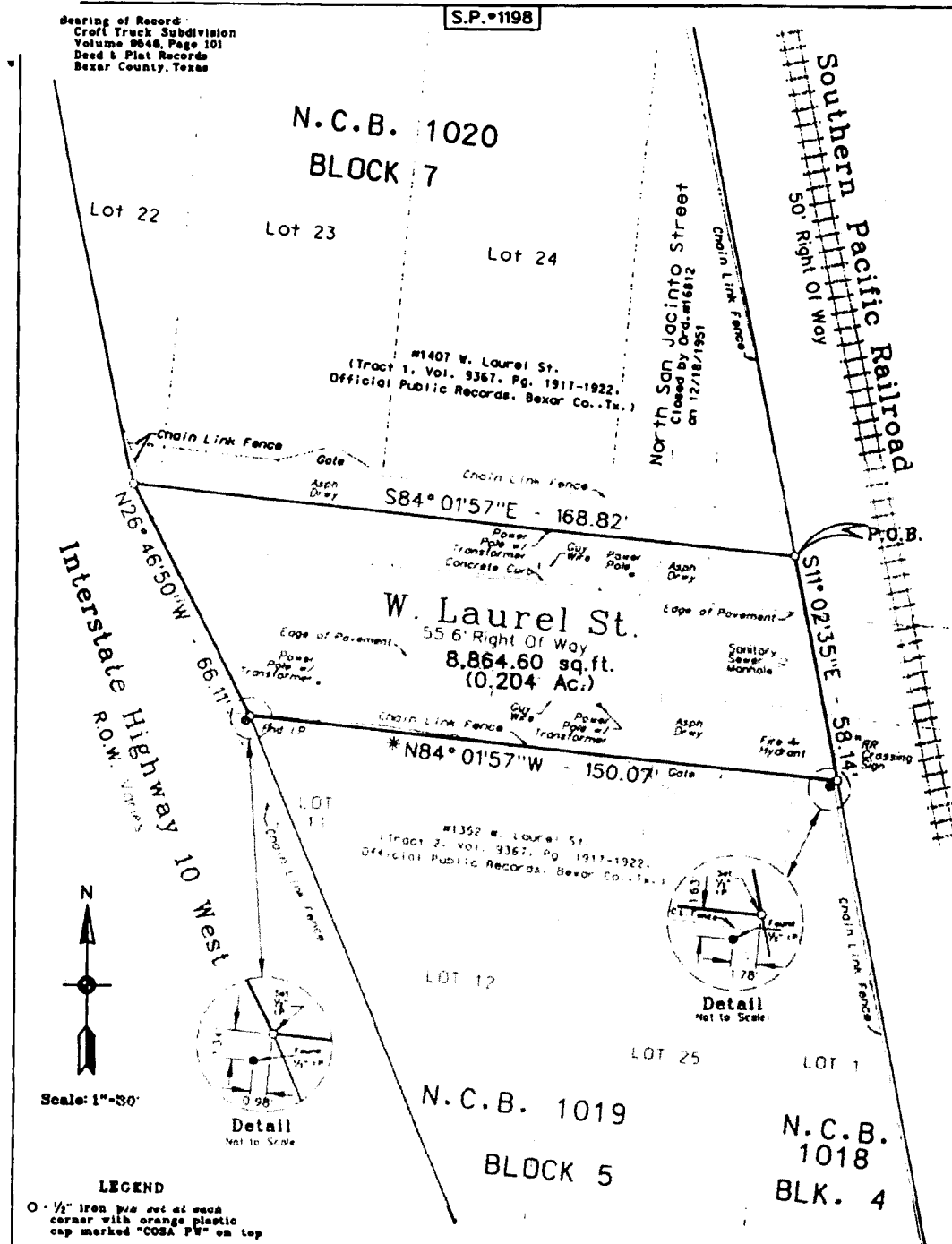


WESTERLY VIEW OF PROPOSED CLOSURE FROM RAILROAD CROSSING

EXHIBIT "A"

Bearing of Record
 Croft Truck Subdivision
 Volume 9048, Page 101
 Deed & Plat Records
 Bexar County, Texas

S.P. 1198



LEGEND
 O - 1/2" Iron pin set at each corner with orange plastic cap marked "COSA PV" on top
 ● - 1/2" Iron pin found

STATE OF TEXAS
 COUNTY OF BEXAR

I HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THERE ARE NO VISIBLE ENCROACHMENTS OR EASEMENTS EXCEPT AS SHOWN.

THIS 29TH DAY OF JULY, 2006.

Razi Hosseini
 RAZI S. HOSSEINI
 REGISTERED PROFESSIONAL
 LAND SURVEYOR NO. 6174



EXHIBIT "B"

SURVEY OF:

A FEE SIMPLE TRACT OF LAND CONTAINING 8,864.60 SQ. FT. (0.204 AC.) BEING WEST LAUREL STREET, CITY OF SAN ANTONIO, BEXAR COUNTY, TEXAS

CITY OF SAN ANTONIO
 DEPT. OF PUBLIC WORKS
 ENGINEERING DIVISION
 DATE: JULY 20, 2006
 SURVEYOR: LANDRADE, BK. 2

S.P. #1198
FEE SIMPLE

Field notes for a Fee Simple tract of land containing 8,864.60 square feet (0.204 Acres) being West Laurel Street, from the Southern Pacific Railroad to Interstate Highway 10 West, located between Block 7, N.C.B. 1020 and Block 5, N.C.B. 1019, City of San Antonio, Bexar County, Texas as recorded in the City Engineer's Office of the City of San Antonio, Bexar County, Texas and being more particularly described by metes and bounds as surveyed as follows:

BEGINNING: at a 1/2" iron pin set at the point of intersection of the north right-of-way line of West Laurel Street with the west right-of-way line of the Southern Pacific Railroad, said point also being the southeast corner of that portion of North San Jacinto Street closed by Ordinance #16812, as recorded in the City Clerk's Office of the City of San Antonio and also recorded in Volume 3119, Pages 334-335 of the Deed Records of Bexar County, Texas, said point also being the southeast corner of Tract 1 as recorded in Volume 9367, Pages 1917-1922 of the Official Public Records of Bexar County, Texas for the northeast corner of this tract;

THENCE: S 11°02'35" E with the west right-of-way line of the Southern Pacific Railroad and crossing West Laurel Street, a distance of 58.14 feet to a 1/2" iron pin set at the point of intersection with the south right-of-way line of West Laurel Street, said point also being the northeast corner of the remaining portion of Lot 1, Block 4, N.C.B. 1018 and also being the northeast corner of Tract 2 as recorded in Volume 9367, Pages 1917-1922 of the Official Public Records of Bexar County, Texas for the southeast corner of this tract;

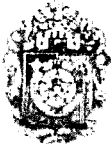
THENCE: N 84°01'57" W with the south right-of-way line West Laurel Street and the north boundary line of Lot 1, Block 4, N.C.B. 1018 and Lot 25, Lot 12 and Lot 11, Block 5, N.C.B. 1019 also being with the north boundary line of Tract 2, a distance of 150.07 feet to a 1/2" iron pin set at the point of intersection with the east right-of-way line of Interstate Highway 10 West for the southwest corner of this tract;

THENCE: N 26°46'50" W with the east right-of-way line of Interstate Highway 10 West, a distance of 66.11 feet to a 1/2" iron pin set at the point of intersection with the north right-of-way line of West Laurel Street, said point also being the southwest corner of the remaining portion of Lot 22, Block 7, N.C.B. 1020 for the northwest corner of this tract;

THENCE: S 84°01'57" E with the north right-of-way line of West Laurel Street and with the south boundary line of Lot 22, Lot 23 and Lot 24 Block 7, N.C.B. 1020 and that portion of North San Jacinto Street closed by Ordinance #16812 a distance of 168.82 feet to the POINT OF BEGINNING for this Fee Simple tract of land containing 8,864.60 square feet (0.204 Acres), more or less.

7/29/05

EXHIBIT "B"



CITY OF SAN ANTONIO

DEPARTMENT OF ASSET MANAGEMENT

P.O. BOX 839966 SAN ANTONIO, TEXAS 78283-3966

TEL. 210-207-4032 FAX 210-207-7888

October 21, 2005

Mr. Kan Martin
1251 W. Lynwood Ave.
San Antonio, Texas 78201-5265

Re: S. P. No. 1198-Request to close, vacate and abandon a portion of W. Laurel Ave., between I.H. 10 and UPRR, and NCB's 1019 and 1020

Dear Mr. Martin:

With reference to the captioned project, please be advised that the City of San Antonio has now completed the canvassing process and will recommend approval of this request subject to the following conditions:

PLANNING DEPARTMENT:

"Midtown Neighborhood Plan designated parcels as light industrial. It is recommended that I. H. 10 be landscaped (P.A.-34) in the Plan. Suggest landscape treatment at the site."

SAN ANTONIO WATER SYSTEM:

"Petitioner must agree to reserve a perpetual easement for all existing water and/or sewer facilities and agrees to allow perpetual access to any such utilities for inspection, operational and maintenance purposes or may seek the relocation of the facilities with the express permission and coordination with San Antonio Water System and at the sole expense of the petitioner."

CITY PUBLIC SERVICE ENERGY:

"CPS must retain access to expressway lighting poles, meters and signs. Closure is possible with gate having CPS lock for maintenance of CPS overhead facilities. Retain easement for existing electric facilities."

DEPARTMENT OF ASSET MANAGEMENT:

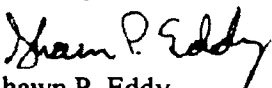
- The closure, vacation and abandonment of this Public Right of Way will be authorized by a City Ordinance.
- Petitioner asserts that all evidence of ownership of all property abutting the public right of way proposed to be closed, vacated and abandoned by the City of San Antonio is true and correct.

- The petitioner acknowledges that this property will be accepted in its "as is" condition. Petitioner agrees to reserve a perpetual easement for all existing overhead, surface or subsurface utilities within the public right of way proposed to be closed, including but not limited to: electrical, water, sewer, telephone, cable, fiber optic conduit, etc. Petitioner agrees to allow perpetual access to any such utilities or may seek the relocation of a specific utility with the express permission and coordination of the respective owner of the utility and at the sole expense of the petitioner.

This Letter of Conditions is being offered by City of San Antonio only to the petitioner named above and will expire thirty (30) days after date of issuance unless a specific extension is requested by the petitioner and granted by the City.

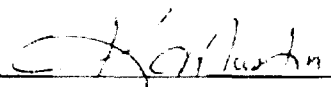
If you concur with the above mentioned conditions please countersign this letter in the space provided below and return to the undersigned. Upon receipt of this executed Letter of Agreement and the completed Discretionary Contracts Disclosure Statement we will continue processing your request.

Sincerely,


Shawn P. Eddy
Facilities Manager

AGREED AS TO TERMS AND CONDITIONS:

Petitioner: Mr. Kan Martin


By: _____

KAN MARTIN
Print Name: _____

OWNER
Title: _____

10/26/05
Date: _____

Canvassing Checklist

SPNo 1198

Request: The City of San Antonio is initiating the closure, vacation and abandonment of an improved portion of W. Laurel Street between Interstate Highway 10 and Union Pacific railroad tracks located in Council District 1, as shown on attached Exhibit "A". The proposed closure would result in a benefit to the City by the elimination of an unnecessary railroad crossing which has been deemed a hazard to public safety. The single abutting property owner will receive the proposed Right of Way closure and incorporate it into its adjoining properties by platting.

	Included in Canvassing	Out Date	In Date	Uncond. Approval	Conditional Approval	Denial
Planning Department	<input checked="" type="checkbox"/>	6/28/2005	8/30/2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
PublicWorks	<input checked="" type="checkbox"/>	6/28/2005	9/23/2005	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Development Services	<input checked="" type="checkbox"/>	6/28/2005	9/9/2005	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Police Department	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Fire Department	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Parks and Recreation	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood Action (NAD)	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
City Public Service	<input checked="" type="checkbox"/>	6/28/2005	7/25/2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
S.A. Water System (SAWS)	<input checked="" type="checkbox"/>	6/28/2005	7/12/2005	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
TXDOT	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
S.A. River Authority (SARA)	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
VIA Metropolitan	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Environmental Services	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Other Agency	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Neighborhood Association	<input type="checkbox"/>			<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Canvassing Comments

ABUTTING PROPERTY OWNERS (REQUIRED FOR CLOSURE OF PUBLIC RIGHT OF WAY ONLY):

ADDRESS: 1251 W. Lynwood Ave.

NCB (s) 1018 **BLK** 4 **LOT (S)** 1, 13 & 14

OWNER(S): Mr. Kan Martin

SIGNATURE(S): 

By signing this petition, the above signed abutting property owner agrees to the closure, vacation, and abandonment of certain Public Right of Way as requested by the petitioner. However, this agreement is not a quitclaim of any entitlement that the abutting property owner may have in the Public Right of Way.

ADDRESS: 1251 W. Lynwood Ave.

NCB 1019 **BLK** 5 **LOT** 11, 12, & 25

OWNER(S): Mr. Kan Martin

SIGNATURE(S): 

By signing this petition, the above signed abutting property owner agrees to the closure, vacation, and abandonment of certain Public Right of Way as requested by the petitioner. However, this agreement is not a quitclaim of any entitlement that the abutting property owner may have in the Public Right of Way.

ADDRESS: 1251 W. Lynwood Ave.

NCB 1020 **BLK** 7 **LOT** 10, 11, 12, 22, 23 & 24

OWNER(S): Mr. Kan Martin

SIGNATURE(S): 

By signing this petition, the above signed abutting property owner agrees to the closure, vacation, and abandonment of certain Public Right of Way as requested by the petitioner. However, this agreement is not a quitclaim of any entitlement that the abutting property owner may have in the Public Right of Way.

ADDRESS: _____

NCB _____ **BLK** _____ **LOT** _____

OWNER(S): _____

SIGNATURE(S): _____

By signing this petition, the above signed abutting property owner agrees to the closure, vacation, and abandonment of certain Public Right of Way as requested by the petitioner. However, this agreement is not a quitclaim of any entitlement that the abutting property owner may have in the Public Right of Way.

City of San Antonio

Discretionary Contracts Disclosure*

For use of this form, see City of San Antonio Ethics Code, Part D, Sections 1&2
Attach additional sheets if space provided is not sufficient.
State "Not Applicable" for questions that do not apply.

* This form is required to be supplemented in the event there is any change in the information under (1), (2), or (3) below, before the discretionary contract is the subject of council action, and no later than five (5) business days after any change about which information is required to be filed.

Disclosure of Parties, Owners, and Closely Related Persons

For the purpose of assisting the City in the enforcement of provisions contained in the City Charter and the Code of Ethics, an individual or business entity seeking a discretionary contract from the City is required to disclose in connection with a proposal for a discretionary contract:

(1) the identity of any **individual** who would be a party to the discretionary contract:

none

(2) the identity of any **business entity**¹ that would be a party to the discretionary contract:

none

and the name of: Mr. Kan Martin

(A) any individual or business entity that would be a **subcontractor** on the discretionary contract;

none

and the name of:

(B) any individual or business entity that is known to be a **partner**, or a **parent** or **subsidiary** business entity, of any individual or business entity who would be a party to the discretionary contract;

none

¹ A business entity means a sole proprietorship, partnership, firm, corporation, holding company, joint-stock company, receivership, trust, unincorporated association, or any other entity recognized by law.

- (3) the identity of any *lobbyist* or *public relations firm* employed for purposes relating to the discretionary contract being sought by any individual or business entity who would be a party to the discretionary contract.

here


Political Contributions

Any individual or business entity seeking a discretionary contract from the city must disclose in connection with a proposal for a discretionary contract all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made directly or indirectly to any *current* or *former member* of City Council, any *candidate* for City Council, or to any *political action committee* that contributes to City Council elections, by any individual or business entity whose identity must be disclosed under (1), (2) or (3) above. Indirect contributions by an individual include, but are not limited to, contributions made by the individual's spouse, whether statutory or common-law. Indirect contributions by an entity include, but are not limited to, contributions made through the officers, owners, attorneys, or registered lobbyists of the entity.

To Whom Made:	Amount:	Date of Contribution:
	0	

Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city shall disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 1 of Part B, Improper Economic Benefit, by participating in official action relating to the discretionary contract.

Signature: 	Title: Owner <i>owner</i> Company:	Date: 7/12/05

² For purposes of this rule, facts are "reasonably understood" to "raise a question" about the appropriateness of official action if a disinterested person would conclude that the facts, if true, require recusal or require careful consideration of whether or not recusal is required.

13/02-05002637

FILED BY ALA **WARRANTY DEED WITH VENDOR'S LIEN**

DATE: April 23, 2002

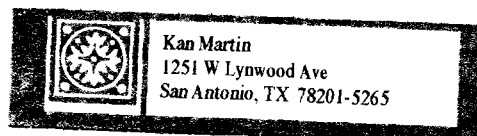
Doc# 20020317789

GRANTOR: JOSEPH D. LANE, JR.

GRANTOR'S MAILING ADDRESS: P.O. Box 1677
(Including County) San Antonio, Bexar County, Texas 78296

GRANTEE: KAN MARTIN

GRANTEE'S MAILING ADDRESS:
(Including County)



3238

CONSIDERATION:

For and in consideration of the sum of \$10.00 and other valuable consideration to the Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee herein of Grantee's one certain Promissory Vendor's Lien Real Estate Note of even date herewith in the original principal sum of \$150,000.00, payable to the order of Joseph D. Lane, Jr., in installments as stipulated therein. Said Note being secured by a Deed of Trust of even date herewith to Stephen A. Bressler, Trustee.

PROPERTY (Including any Improvements):

TRACT 1. BEING a 1.195 acre tract of land consisting of Lots 10, 11, 23, and 24, and a portion of Lots 12 and 22, Block 7, New City Block 1020, in the City of San Antonio, Bexar County, Texas together with a portion of North San Jacinto Street abandoned by City Ordinance recorded in Volume 3119, Pages 334-335, Deed Records, Bexar County, Texas, said 1.195 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod set at the intersection of the west Right-of- Way (R.O.W.) line of Southern Pacific Railroad and the north R.O.W. line of West Laurel Street for the southeast corner of the herein described tract;

THENCE, North 83° 57' 04" West, 168.82 feet along the north R.O.W. line of said West Laurel Street to a ½" iron rod set at the intersection of the north R.O.W. line of said West Laurel Street and the east R.O.W. line of Interstate Highway 10 for the southwest corner of the herein described tract;

THENCE, North 11° 27' 34" West, 174.68 feet along the east R.O.W. line of said Interstate Highway 10 to a 2" metal post found;

THENCE, North 05° 38' 22" East, 166.16 feet along the east R.O.W. line of said Interstate Highway 10, to a 2" metal post found at the intersection of the east R.O.W. line of said Interstate Highway 10, and the south R.O.W. line of Culebra Road for the northwest corner of the herein described tract;

THENCE, South 83° 58' 59" East, 118.40 feet along the south R.O.W. line of said Culebra Road to a ½" iron rod set at the intersection of the south R.O.W. line of said Culebra Road and the west R.O.W.

VOL 9367 PG

GRANTEE: KAN MARTIN

GRANTEE'S MAILING ADDRESS: 7230 Timberleaf
(Including County) San Antonio, Bexar County, TX 78238

CONSIDERATION:

For and in consideration of the sum of \$10.00 and other valuable consideration to the Grantor paid by the Grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by the Grantee herein of Grantee's one certain Promissory Vendor's Lien Real Estate Note of even date herewith in the original principal sum of \$150,000.00, payable to the order of Joseph D. Lane, Jr., in installments as stipulated therein. Said Note being secured by a Deed of Trust of even date herewith to Stephen A. Bressler, Trustee.

PROPERTY (Including any Improvements):

TRACT 1. BEING a 1.195 acre tract of land consisting of Lots 10, 11, 23, and 24, and a portion of Lots 12 and 22, Block 7, New City Block 1020, in the City of San Antonio, Bexar County, Texas together with a portion of North San Jacinto Street abandoned by City Ordinance recorded in Volume 3119, Pages 334-335, Deed Records, Bexar County, Texas, said 1.195 acre tract being more particularly described as follows:

BEGINNING at a ½" iron rod set at the intersection of the west Right-of- Way (R.O.W.) line of Southern Pacific Railroad and the north R.O.W. line of West Laurel Street for the southeast corner of the herein described tract;

THENCE, North 83° 57' 04" West, 168.82 feet along the north R.O.W. line of said West Laurel Street to a ½" iron rod set at the intersection of the north R.O.W. line of said West Laurel Street and the east R.O.W. line of Interstate Highway 10 for the southwest corner of the herein described tract;

THENCE, North 11° 27' 34" West, 174.68 feet along the east R.O.W. line of said Interstate Highway 10 to a 2" metal post found;

THENCE, North 05° 38' 22" East, 166.16 feet along the east R.O.W. line of said Interstate Highway 10, to a 2" metal post found at the intersection of the east R.O.W. line of said Interstate Highway 10, and the south R.O.W. line of Culebra Road for the northwest corner of the herein described tract;

THENCE, South 83° 58' 59" East, 118.40 feet along the south R.O.W. line of said Culebra Road to a ½" iron rod set at the intersection of the south R.O.W. line of said Culebra Road and the west R.O.W. line of said Southern Pacific Railroad for the northeast corner of the herein described tract;

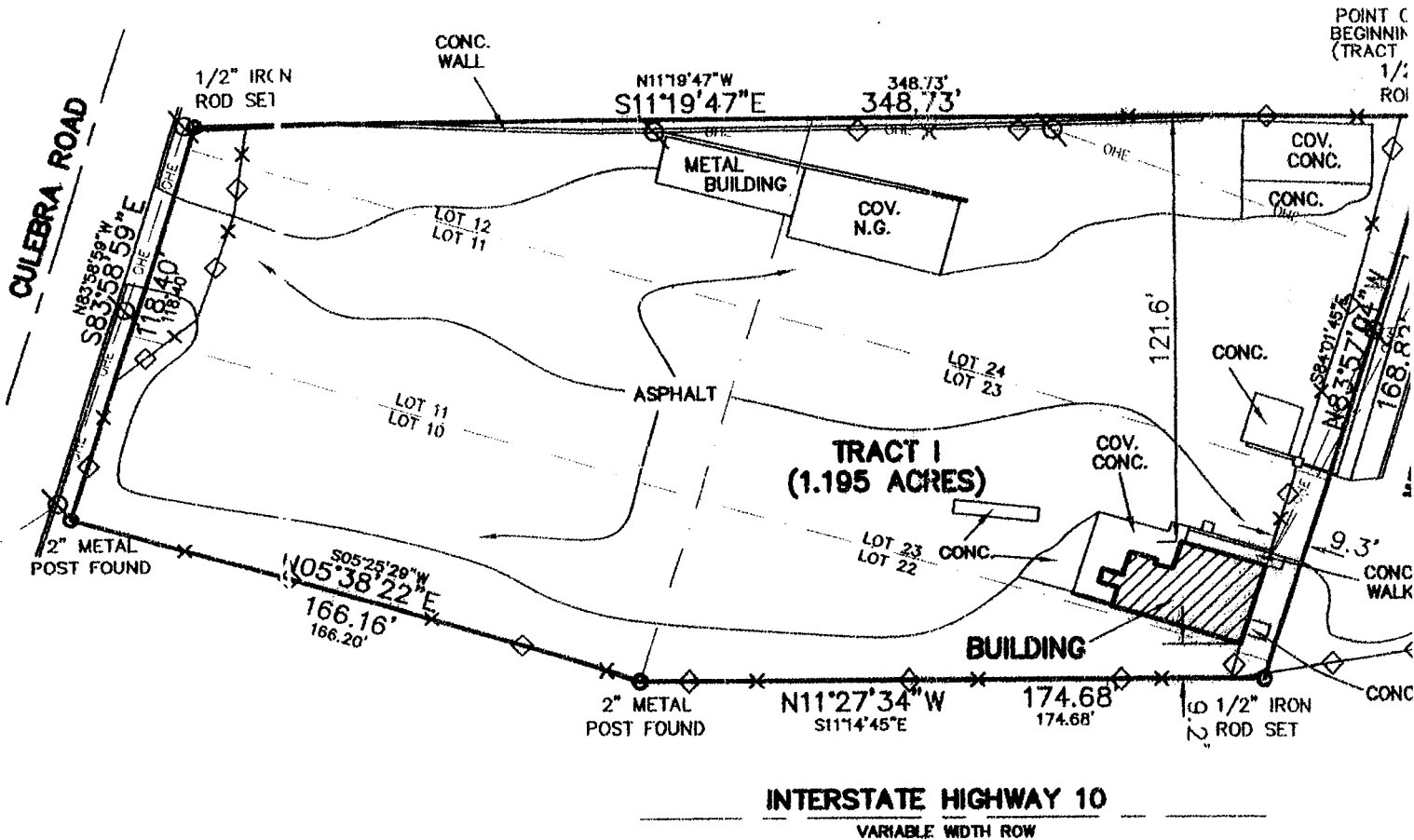
THENCE, South 11° 19' 47" East, 348.73 feet along the west R.O.W. line of said Southern Pacific Railroad to the POINT OF BEGINNING.

and

VOL 9367 PG 1914

NOTE: PROPERTY IS SUBJECT TO A NON-DESCRIBED BILLBOARD,
ACCESS, UTILITY, & VISIBILITY EASEMENT PER
VOL. 7804 PG. 582 REAL PROPERTY RECORDS

SOUTHERN



* TRACT I: 1.195 ACRES, OUT OF LOTS 10, 11, 23, 24, 12, 22, 7 BLOCK 7, N.C.B. 1020, AND A PORTION OF NORTH SAN JACINTO STREET, ABANDONED BY CITY ORDINANCE, VOL. 3119 PG. 334 DEED RE
TRACT II: 0.671 ACRE TRACT, OUT OF LOTS 1, 2, 13, & 14, BLOCK 4, N.C.B. 1018, AND OUT OF LOTS 11, 12, & 25, BLOCK 5, N.C.B. 1019.

N45°00'00"E 100.00'	RECORD INFORMATION	S45°00'00"W AS MEASURED IN FIELD 100.00'	X BARBED WIRE O IRON FENCE	Δ SMOOTH WIRE ◇ CHAIN LINK FENCE	— / — WOOD FENCE
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SUBJECT TO RECORDED RESTRICTIVE COVENANTS AND/OR EASEMENTS AS FOLLOWS:

VOL. 7804 PAGE 582 REAL PROPERTY RECORDS
VOL. 1155 PAGE 378-379 DEED RECORDS

VOL. 2090 PAGE 613 REAL PROPERTY RECORDS
VOL. PAGE RECORDS



SGC

STEPHEN G. COOK ENGINEERING, INC.
REGISTERED LAND SURVEYORS

12000 STARCREST, SUITE 107
SAN ANTONIO, TEXAS 78247-4117
210/481-2533 * FAX: 210/481-2150
WWW.SGCE.NET



Kan Martin
1251 W Lynwood Ave
San Antonio, TX 78201-5265

TRACT 2. *BEING a 0.677 acre tract of land consisting of part of Lots 1, 2, 13, and 14, Block 4, New City Block 1018, and part of Lots 11, 12, and 25, Block 5, New City Block 1019, in the City of San Antonio, Bexar County, Texas, being more particularly described as follows:*

BEGINNING at a ½" iron rod set at the intersection of the south R.O.W. line of West Laurel Street and the west R.O.W. line of Southern Pacific Railroad for the northeast corner of the herein described tract;

THENCE, South 11° 15' 12" East 328.61 feet along the west R.O.W. line of said Southern Pacific Railroad to a 2" metal post found at the intersection of the west R.O.W. line of said Southern Pacific Railroad and the east R.O.W. line of Interstate Highway 10 for the most southerly corner of the herein described tract;

THENCE, North 39° 48' 19" West, 149.94 feet along the east R.O.W. line of said Interstate Highway 10 to a ½" iron rod set;

THENCE, North 39° 41' 35" West, 77.85 feet along the east R.O.W. line of said Interstate Highway 10 to a ½" iron rod set;

THENCE, North 22° 34' 14" West, 176.30 feet along the east R.O.W. line of said Interstate Highway 10 to a ½" iron rod set at the intersection of the east R.O.W. line of said Interstate Highway and the south R.O.W. line of said West Laurel Street for the northwest corner of the herein described tract;

THENCE, South 84° 02' 00" East, 150.07 feet along the south R.O.W. line of said West Laurel Street to the Point of Beginning.

RESERVATIONS FROM AND EXCEPTIONS TO CONVEYANCE AND WARRANTY:

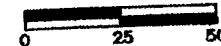
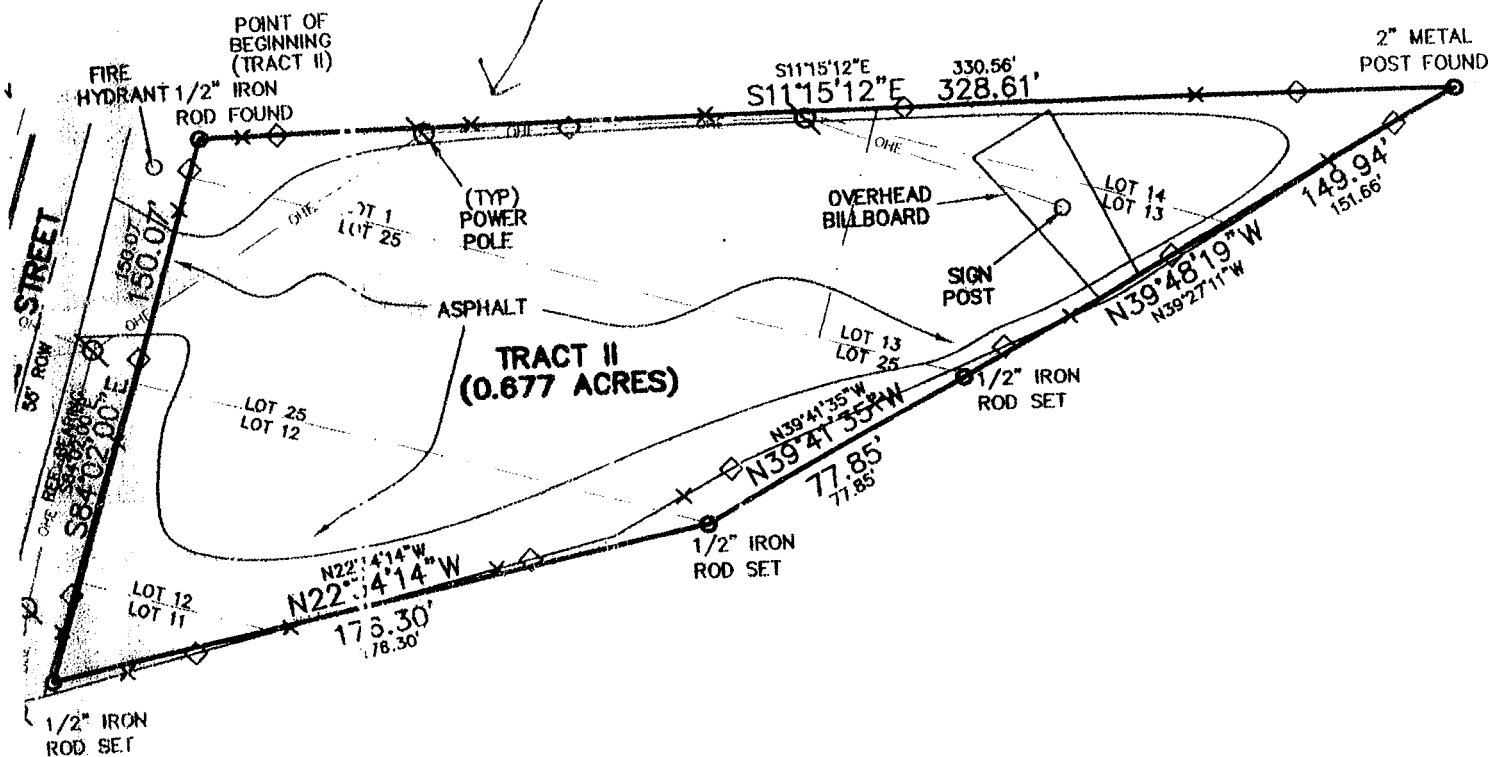
Provided however, this conveyance is made subject to any and all conditions, restrictions, easements, covenants and/or reservations of record in the office of the County Clerk of Bexar County, Texas.

Grantor, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, grants, sells, and conveys to Grantee the property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and to hold it to Grantee, Grantee's heirs, executors, administrators, successors, or assigns forever. Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, and successors to warrant and forever defend all and singular the property to Grantee and Grantee's heirs, executors, administrators, successors, and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the reservations from and exceptions to warranty.

But it is expressly agreed that the vendor's lien as well as the superior title in and to the above described property are retained against the above described property, premises and improvements, until the above described note is fully paid according to its terms, at which time this deed shall become absolute.

CIFIC RAIL ROAD

1352 W. Laurel

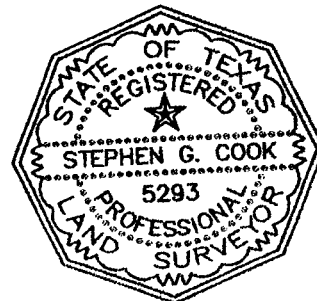


DS

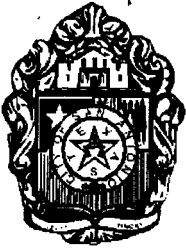
I, A REGISTERED PROFESSIONAL LAND SURVEYOR IN THE STATE OF TEXAS DO HEREBY CERTIFY THAT THE ABOVE PLAT IS TRUE AND CORRECT ACCORDING TO AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY SUPERVISION, OF THE PROPERTY DESCRIBED HEREON. I FURTHER CERTIFY THAT ENCROACHMENTS, EASEMENTS AND RIGHT-OF-WAYS VISIBLE ON SITE ARE SHOWN HEREON. COPYRIGHT © 2002 STEPHEN G. COOK ENGINEERING, INC. ALL RIGHTS RESERVED

Stephen G. Cook

STEPHEN G. COOK, R.P.L.S.



LOT(S) * BLOCK * N.C.B. *
 * VOLUME * PAGE *
 OF THE * RECORDS OF BEXAR COUNTY, TEXAS.
 WITNESS MY HAND AND SEAL THIS 31 DAY OF JANUARY 20 02
 BUYER DAVID LAINE GF NO. 02-05002449
 ADDRESS 604 & 606 CULEBRA ROAD & 1407 WEST LAUREL STREET
 STEPHEN G. COOK, INC. JOB NO. 225-038-000 DRAWN BY: JR DISK: CAD/S SURV. BY: JC



CITY OF SAN ANTONIO ASSET MANAGEMENT PROPERTY DISPOSITION DIVISION

PETITION

TO: CITY OF SAN ANTONIO

DATE: 7/12/2005

FORMAL REQUEST FOR: Closure, vacation and abandonment of a portion of W. Laurel St.
between U. P. R. R. (Union Pacific Railroad) and I. H. 10, and NCB's 1019 and 1020.

PURPOSE: The proposed closure would result in the elimination of an unnecessary railroad
crossing which has been deemed a hazard to public safety.

PETITIONER: City of San Antonio and Mr. Kan Martin

REPRESENTATIVE: Owner

ADDRESS: 1251 W. Lynwood Ave.

PHONE NUMBER: (210) 735-2280 FAX NUMBER: 210 735 0599

EMAIL ADDRESS: KANMARTIN @ YAHOO. COM.

PLEASE ATTACH A PLAT OF REQUEST LOCATION AND CHECK OR MONEY ORDER FOR THE
\$500 PROCESSING FEE MADE PAYABLE TO THE CITY OF SAN ANTONIO.