

**CITY OF SAN ANTONIO
PUBLIC WORKS DEPARTMENT
CITY COUNCIL AGENDA MEMORANDUM**

TO: Sheryl Sculley, City Manager

FROM: Thomas G. Wendorf, P.E., Director of Public Works

SUBJECT: Stahl Road – O'Connor to Judson

DATE: May 4, 2006

SUMMARY AND RECOMMENDATIONS

An ordinance authorizing funds in the amount of \$34,833.00 payable to Lawyers Title of San Antonio as Escrow Agent for North East Independent School District for Fee Simple Title on a parcel of land (\$34,233.00), and Title Fees (\$600.00), and authorizing funds in the amount of \$100.00 payable to North East Independent School District for a Right of Entry Fee, for a total amount of \$34,933.00; and accepting a Gift Deed for a 0.116 acre (5,057 square feet) tract of land out of Lot 2, Block 1, New City Block 16591, Madison High School Subdivision, in connection with the Stahl Road – O'Connor to Judson Project, an authorized 2003-2007 General Obligation Street Improvement Bond project, located in District 10.

Staff recommends the approval of this ordinance.

BACKGROUND INFORMATION

This ordinance would authorize two actions: (1) the acquisition of 0.155 acres (6,774 square feet) of right of way in front of Stahl Elementary School (Parcel 17861), and (2) accept a Gift Deed from the North East Independent School District for 0.116 acres (5,057 square feet) for the construction of a right turn lane to facilitate safer traffic flow into Madison High School (Parcel 17863A).

The scope of work for this project includes reconstruction and widening of the existing two-lane roadway to four lanes with raised medians, left turn lanes, and associated drainage improvements. This project is funded through construction and is currently in the final design phase. Advertisement is scheduled for May 2006, with construction anticipated to begin in July 2006, and completion projected in December 2007. The City will work with the school district and attend school orientation events to raise public awareness for the project.

POLICY ANALYSIS

Approval of this ordinance will be a continuation of City Council policy to complete previously approved Capital Improvement Projects.

FISCAL IMPACT

This is a one-time capital improvement expenditure within budget and included in the FY06-FY11 Capital Improvement Program Budget. Funds in the amount of \$34,933.00 are available from 2003 General Obligation Street Improvement Bonds authorized payable as follows:

Lawyers Title	\$34,233.00 fee simple
Lawyers Title	\$ 600.00 title fees
NEISD	\$ 100.00 right of entry
	<u>\$34,933.00</u>

COORDINATION

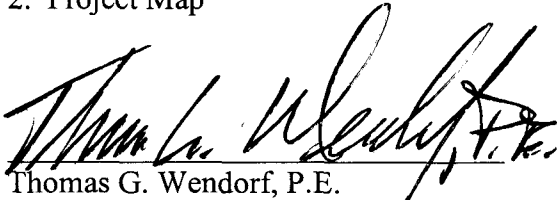
This ordinance was coordinated with the City Attorney's Office, the Finance Department, and the Office of Management and Budget.

SUPPLEMENTARY COMMENTS

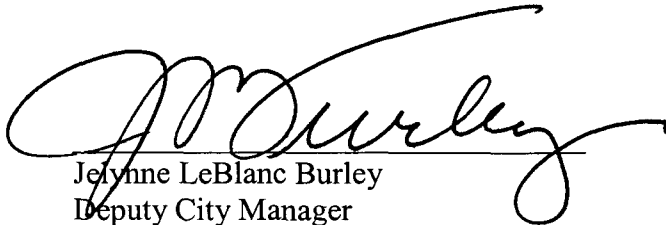
The Discretionary Contracts Disclosure Form required by the Ethics Ordinance is attached.

ATTACHMENTS

1. Discretionary Contracts Disclosure Form
2. Project Map

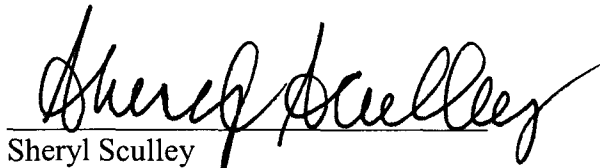


Thomas G. Wendorf, P.E.
Director of Public Works



Jerynne LeBlanc Burley
Deputy City Manager

Approved for Council Consideration:



Sheryl Sculley
City Manager

City of San Antonio
Discretionary Contracts Disclosure

*For use of this form, see Section 2-59 through 2-61 of the City Code (Ethics Code)
Attach additional sheets if space provided is not sufficient.*

(1) Identify any individual or business entity¹ that is a **party** to the discretionary contract:

(2) Identify any individual or business entity which is a **partner, parent** or **subsidiary** business entity, of any individual or business entity identified above in Box (1):

☐ No partner, parent or subsidiary; or

List partner, parent or subsidiary of each party to the contract and identify the corresponding party:

LandAmerica
Lawyers Title of San Antonio

(3) Identify any individual or business entity that would be a **subcontractor** on the discretionary contract.

☒ No subcontractor(s); or

List subcontractors:

(4) Identify any **lobbyist** or **public relations firm** employed by any party to the discretionary contract for purposes related to seeking the discretionary contract.

☒ No lobbyist or public relations firm employed; or

List lobbyists or public relations firms:

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. A sole proprietor should list the name of the individual and the d/b/a, if any.

(5) Political Contributions

List all political contributions totaling one hundred dollars (\$100) or more within the past twenty-four (24) months made 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 Box (1), (2), (3) or (4) above, or by the officers, owners of any business entity listed in Box (1), (2) or (3):



No contributions made; If contributions made, list below:

By Whom Made:	To Whom Made:	Amount:	Date of Contribution:

(6) Disclosures in Proposals

Any individual or business entity seeking a discretionary contract with the city must disclose any known facts which, reasonably understood, raise a question² as to whether any city official or employee would violate Section 2-43 of the City Code (Ethics Code), ("conflicts of interest") by participating in official action relating to the discretionary contract.

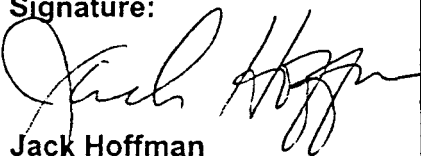


Party not aware of facts which would raise a "conflicts-of-interest" issue under Section 2-43 of the City Code; or

Party aware of the following facts:

This form is required to be supplemented in the event there is any change in the information 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, whichever occurs first.

Signature:


Jack Hoffman

Title: Vice-President

Company or D/B/A:

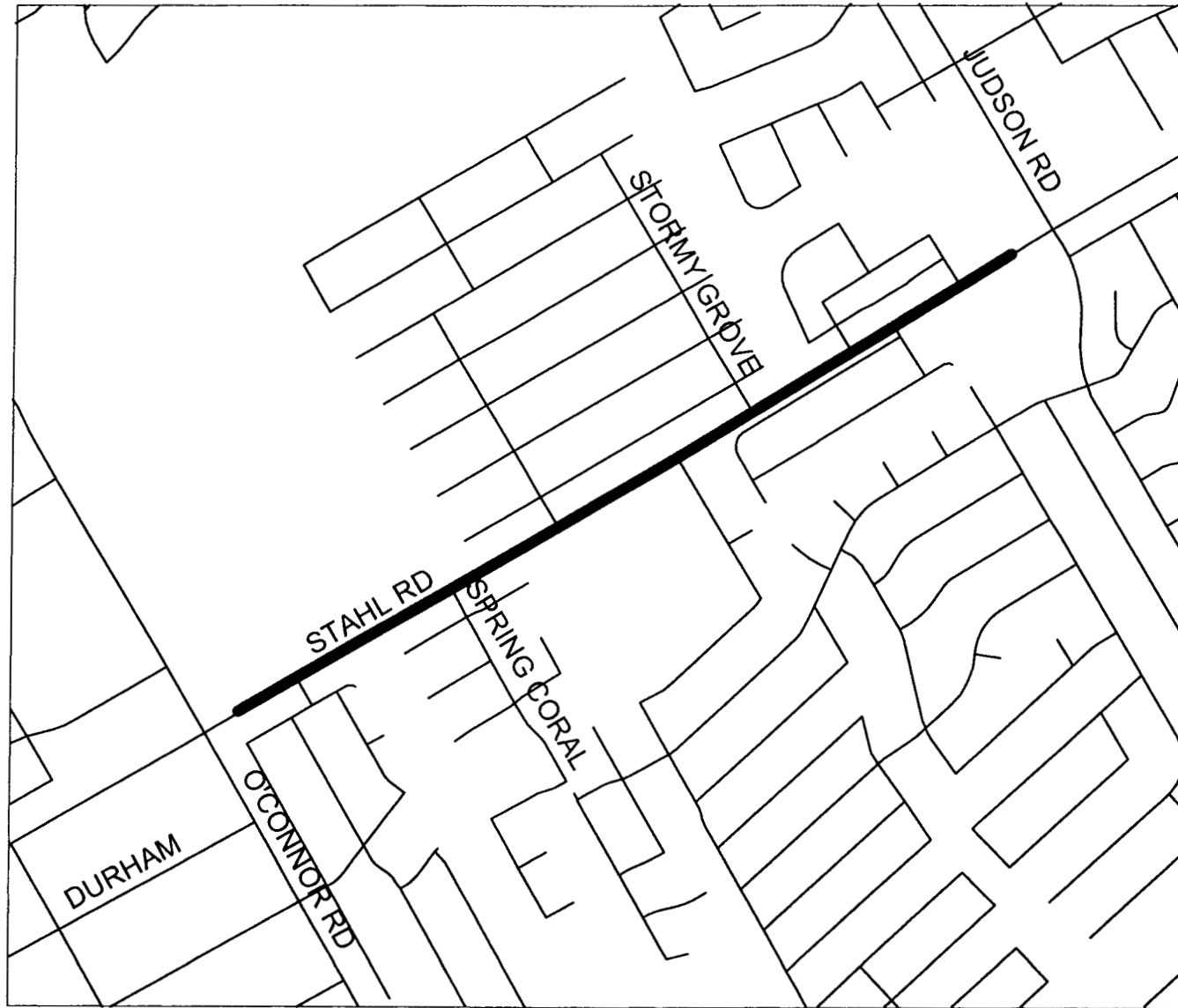
LandAmerica
Lawyers Title of San Antonio

Date:

12/29/05

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.

STAHL RD.: O'CONNOR - JUDSON



CITY OF SAN ANTONIO
DEPARTMENT OF PUBLIC WORKS
CAPITAL PROGRAMS DIVISION



1603 BABCOCK RD. / SUITE 260 SAN ANTONIO, TEXAS 78229 (210) 349-3273
ENGINEERING SURVEYING PLANNING

$$\underline{1'' = 100'}$$


(R.O.W. VARIES)

N59°45'00"E 520.98'

S59°45'00"W 521.30'


LOT 1, BLOCK 1, N.C.B. 15831
SPRING CREEK FOREST
SCHOOL SUBD.
(VOL. 8600, PG. 114)

FLP LOT 8
BLOCK 2
N.C.B. 19182

-N28°50'46"W
13.00'

SPRING CREEK FOREST
UNIT 14 SUBDIVISION
(VOL. 9537, PG. 198)

L E G E N D

TP	□	TELEPHONE PEDESTAL
SA.SWR	M	SANITARY SEWER MANHOLE
WM	□	WATER METER
PP	□	POWER POLE
—	—	SIGNAGE POST
←	←	GUY WIRE
—UT—	—	UNDERGROUND TELEPHONE
—UG—	—	UNDERGROUND GAS LINE
—O—	—	CHAINLINK FENCE
—W—	—	WOOD FENCE
—	—	EDGE OF ASPHALT PVMT.
	24" PECAN	EXIST. TREES

NOTES:

- 1) FIP DENOTES: FOUND IRON PIN
- 2) "X" DENOTES: SET X IN CONCRETE
- 3) SIR DENOTES: SET 1/2" IRON RODS WITH YELLOW CAP LABELED PCI PLS 3020 SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

NOTE: DIRECTIONAL CONTROL IS
BASED ON AN ASSUMED NETWORK
OF BEARING USING FOUND
MONUMENTS.



NOTE : RECORD DATA and RESEARCH OF ADEQUATE THOROUGHNESS TO SUPPORT THE DETERMINATION OF INTENDED BOUNDARIES OF THE LANDS SURVEYED HEREIN WERE FURNISHED BY PROPERTY RESEARCH & DOCUMENTATION SERVICE.

STATE OF TEXAS
COUNTY OF BEXAR

PARCEL No. 17861

BEING 0.155 ACRES OF LAND OUT OF
LOT 1, BLOCK 1, NEW CITY BLOCK
15831, SPRING CREEK FOREST SUBD.,
SAN ANTONIO, TEXAS AS PER PLAT
RECORDED IN VOLUME 8600, PAGE 114
OF THE DEED AND PLAT RECORDS OF
BEXAR COUNTY, TEXAS.

REVISED ON 11/17/04

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

THIS 17th DAY OF NOVEMBER 2004. A.D.

ADALBERTO: CAMARILLO R.P.L.S. NO. 3929

DRAWN BY: D. GARCIA III JOB NO: 00000-00

DRAWING FILE : _____ PAGE : _____

EXHIBIT "A"



SCALE: 1" = 60'

S30°29'22"E 16.15'

LOT 2
BLOCK 1
N.C.B. 16591

MADISON HIGH
SCHOOL SUBDIVISION
(VOL. 9540/ PG. 49)

14' ELEC., GAS, TELE.,
AND CATV ESMT.

STEEL
MANHOLE

CONC. SLAB
W/ WATER LINE

PK NAIL
IN ASPHALT

N14°31'17"E 23.38'

N59°34'58"E 301.15'
S59°30'38"W 317.69'
N59°30'38"E 366.71'

0.116 ACRES
(5057 SQ. FT.)

STAHL ROAD
(R.O.W. VARIES)

WAGON GAP DRIVE

POINT OF BEGINNING

POINT OF COMMENCEMENT

O'CONNOR RD.

NOTES:

1) FIROC DENOTES: FOUND IRON ROD WITH ORANGE CAP

2) SIR DENOTES: SET 1/2" IRON ROD WITH YELLOW CAP LABELED PCI.

NOTE: DIRECTIONAL CONTROL IS BASED ON AN ASSUMED NETWORK OF BEARING USING FOUND MONUMENTS.

NOTE: RECORD DATA and RESEARCH OF ADEQUATE THOROUGHNESS TO SUPPORT THE DETERMINATION OF INTENDED BOUNDARIES OF THE LANDS SURVEYED HEREIN WERE FURNISHED BY PROPERTY RESEARCH & DOCUMENTATION SERVICE.

PARCEL No. 17863A

STATE OF TEXAS
COUNTY OF BEXAR

LEGEND	
TP ○	TELEPHONE PEDESTAL
SA.SWR.MH ○	SANITARY SEWER MANHOLE
WM ○	WATER METER
WV ⊥	WATER VALVE
FH ⊥	FIRE HYDRANT
PP ●	POWER POLE
—	SIGNAGE POST
—	GUY WIRE
—	UNDERGROUND TELEPHONE
—	UNDERGROUND ELECTRIC
—	UNDERGROUND GAS LINE
—	CHAINLINK FENCE
—	WOOD FENCE
—	EDGE OF ASPHALT PAVT.
—	EXIST. TREE
GV ⊥	GAS VALVE

BEING 0.116 ACRE OF LAND OUT OF LOT 2, BLOCK 1, NEW CITY BLOCK 16591, MADISON HIGH SCHOOL SUBDIVISION, SAN ANTONIO, BEXAR COUNTY, TEXAS AS RECORDED IN VOLUME 9540, PAGE 49 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.



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

THIS 8TH DAY OF JUNE 2005, A.D.

ADALBERTO CAMARILLO R.P.L.S. NO. 3929

DRAWN BY: R. VENEGAS JOB NO.: 04005

DRAWING FILE: PAGE:

JKS/5/4/05

PARCEL NO.: 17861

PROJECT: STAHL ROAD- O'CONNOR TO
JUDSON ROAD

SALES AGREEMENT WITH RIGHT OF ENTRY

* * * * *

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, NORTH EAST INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "SELLER", for and in consideration of the agreed purchase price of **THIRTY FOUR THOUSAND TWO HUNDRED THIRTY THREE AND NO/100 (\$34,233.00) DOLLARS** (the "Purchase Price") and upon the terms and conditions hereof, contracts to **GRANT, SELL and CONVEY** by General Warranty Deed to the City of San Antonio, hereinafter referred to as "**PURCHASER**"; a good, marketable, 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 (the "Premises") in the City of San Antonio, Bexar County, Texas, to-wit:

BEING 0.155 ACRES (6,774 SQUARE FEET) OUT OF LOT 1, BLOCK 1, NEW CITY BLOCK 15831, SPRING CREEK FOREST SCHOOL SUBDIVISION, ACCORDING TO PLAT RECORDED IN VOLUME 8600, PAGE(S) 114, OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS; SAID 0.155 ACRES (6,774 SQUARE FEET) BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS SHOWN ON EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

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

The above consideration includes payment for 6,774 square feet of asphalt paving, a portion of a masonry fence, two steel posts, two water vaults and one water regulator within the premises.

SPECIAL CONDITIONS: It is specifically agreed and understood that **SELLER** hereby grants permission to the **TEXAS Department of Transportation** to enter upon the Premises to allow the reconstruction of that portion of the **SELLER'S** driveway(s) that is required to maintain an acceptable grade to the new roadway.

It is further agreed and understood that **SELLER**, at it's sole expense, will remove and relocate the (2) two steel posts and irrigation equipment (two water vaults and one water regulator) to or beyond the existing property line no later than 45 days from date of closing.

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

The agreed Purchase Price (exclusive of the Right of Entry payment set out below) includes full accord, satisfaction and compensation for all demands and damages to the remaining Premises of the **SELLER**, if any.

The **PURCHASER**, without expense to the **SELLER**, shall prepare the deed and shall bear the expense of all closing costs.

LANDAMERICA LAWYERS TITLE OF SAN ANTONIO shall act as escrow agent and the **SELLER**, upon demand by the **PURCHASER**, agree to deliver such deed duly executed to the escrow agent at its San Antonio office, and to surrender possession of the Premises to **PURCHASER** not later than 10 days after the date of the delivery of such deed, unless **PURCHASER** has already taken possession pursuant to the provisions hereof.

The Purchase Price is payable at the time of the delivery of such deed.

Until title has been conveyed to the **PURCHASER**, loss or damage to the Premises by fire or other casualty shall be at the risk of the **SELLER** and the amount thereof shall be deducted from the Purchase Price. In the event this sale fails to close through no fault of **SELLER**, and **PURCHASER** does not proceed to condemnation, **PURCHASER** shall repair any damage caused by **PURCHASER'S** entry on the Premises.

At or before closing, **SELLER** shall pay all taxes on the Premises, 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. Current rents 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. This contract contains the entire consideration for the sale and conveyance of the Premises, and for the Right of Entry; it being agreed and understood that there is no valid other written or parole agreement regarding the Premises between **SELLER** and the City, or any officer or employee of the City.

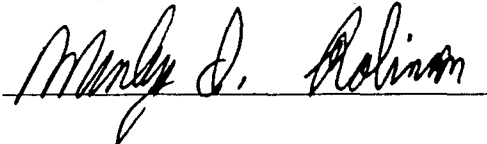
If examination of title or any other source discloses any defects in the title to the Premises which, in the opinion of the **PURCHASER**, cannot be cured in a reasonable time or which negatively impact the value of the Premises, then the **PURCHASER**, in lieu of completing the purchase of the Premises, may proceed to acquire the same by condemnation. The **SELLER** agrees, as an independent stipulation, to such condemnation upon payment of "just compensation". "Just compensation" shall be deemed and is the purchase price above stated, which price the **SELLER** hereby declares to be the fair market value of it's interest in the Premises.

RIGHT OF ENTRY

It is agreed and understood that **SELLER** and **SELLER'S** legal representatives, successors and/or assigns, hereby consent and agree to allow **PURCHASER**, its agents, and/or its contractors to enter upon and take possession of the Premises immediately upon execution of this contract to permit commencement of construction and any and all activities related thereto. **PURCHASER** shall pay **SELLER** the sum of **ONE HUNDRED (\$100.00) DOLLARS**, as full and final consideration for the immediate right of entry and **SELLER** acknowledges the sufficiency of such sum as full and final consideration for the right of entry on to the Property as described herein.

EXECUTED this the 13TH day of FEBRUARY, A.D., 2006

WITNESS:



NORTH EAST INDEPENDENT SCHOOL DISTRICT

BY: 
Beth Plummer

TITLE: President of the Board of Trustees

ACCEPTED:

CITY OF SAN ANTONIO:

BY: _____
STEVEN F. HODGES
REAL ESTATE MANAGER
REAL ESTATE SECTION

OWNER'S ADDRESS:

8961 Tesoro Drive, Suite 300
San Antonio, Texas 78217

PARCEL ADDRESS:

5222 Stahl Road
San Antonio, Texas 78247

EXHIBIT, "A"

Metes and Bounds Description
for a
0.155 Acre Tract
Fee Simple

Being 0.155 acres of land out of Lot 1, Block 1, New City Block 15831, Spring Creek Forest School Subd., San Antonio, Texas as per plat recorded in Volume 8600, Page 114 of the Deed and Plat Records of Bexar County, Texas, said 0.155 acres of land being more particularly described as follows:

BEGINNING at a found $\frac{1}{2}$ " iron pin at the south right-of-way line of Stahl Road, at the north common corner between said Lot 1 and Lot 2, Block 1, New City Block 15831, Spring Creek Forest Episcopal Church Subdivision as per Volume 9000, Page 164 of the Deed and Plat Records of Bexar County, Texas for the northeast corner of the tract herein described;

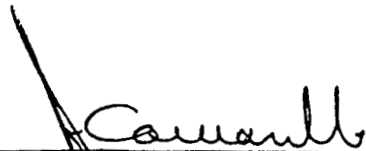
Thence S $30^{\circ}14'58''$ E, 13.00 feet departing the right-of-way line of said Stahl Road along the common line between this tract and said Lot 2 to a set $\frac{1}{2}$ " iron pin with yellow cap labeled PCI PLS 3929 (I.P. W/YC) for the southeast corner of the tract herein described;

Thence S $59^{\circ}45'00''$ W, 521.30 feet crossing said Lot 1 to a found $\frac{1}{2}$ " iron pin at the common corner between this tract and the northeast corner of Lot 8, Block 2, New City Block 19182, Spring Creek Forest, Unit-14, as per plat recorded in Volume 9537, Page 198 of the Deed and Plat Records of Bexar County, Texas for the southwest corner of the tract herein described;

Thence N $28^{\circ}50'46''$ W, 13.00 feet along the west line of said Lot 1 to a set $\frac{1}{2}$ " I.P. W/YC on the south right-of-way line of said Stahl Road for the northeast corner of the tract herein described;

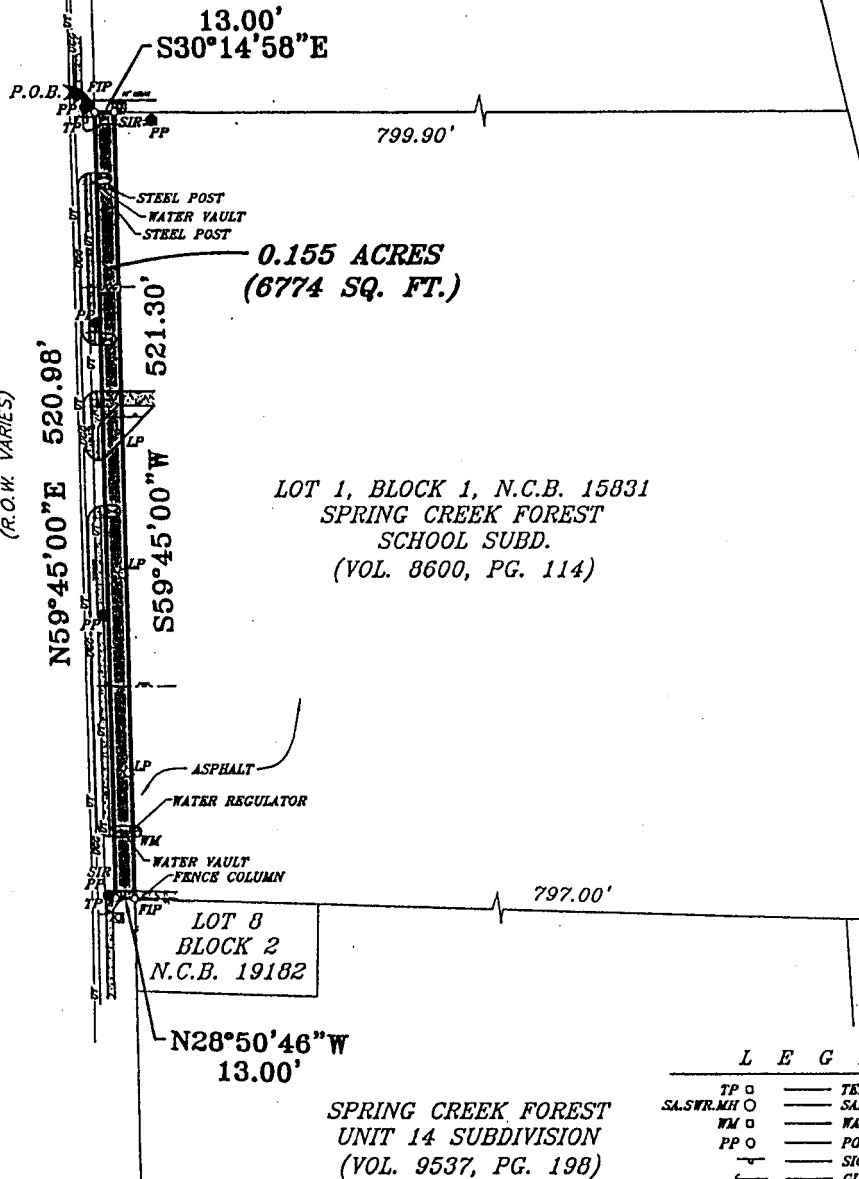
Thence N $59^{\circ}45'00''$ E, 520.98 feet along the south right-of-way line of said Stahl Road to the **POINT OF BEGINNING** and containing 0.155 acres (6774 sq. ft.) of land, more or less.




Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929

SPRING CREEK FOREST
ESIPCOPAL CHURCH SUBDIVISION
LOT 2, BLOCK 1, N.C.B. 15831
(VOL. 9000, PG. 164)

STAHL ROAD
(R.O.W. VARIES)



1" = 100'

LEGEND

TP	TELEPHONE PEDESTAL
S.S.W.R.M.H.	SANITARY SEWER MANHOLE
WM	WATER METER
PP	POWER POLE
—	SIGNAGE POST
—	GUY WIRE
—UT—	UNDERGROUND TELEPHONE
—UG—	UNDERGROUND GAS LINE
—C—	CHAINLINK FENCE
—W—	WOOD FENCE
—E—	EDGE OF ASPHALT PYMT.
—T—	EXIST. TREE

NOTES:

- 1) FIP DENOTES: FOUND IRON PIN
- 2) "X" DENOTES: SET X IN CONCRETE
- 3) SIR DENOTES: SET 1/2" IRON RODS WITH YELLOW CAP LABELED FCI PLS 3929 SET AT ALL PROPERTY CORNERS UNLESS OTHERWISE NOTED.

NOTE: DIRECTIONAL CONTROL IS BASED ON AN ASSUMED NETWORK OF BEARING USING FOUND MONUMENTS.



NOTE: RECORD DATA and RESEARCH OF ADEQUATE THOROUGHNESS TO SUPPORT THE DETERMINATION OF INTENDED BOUNDARIES OF THE LANDS SURVEYED HEREIN WERE FURNISHED BY PROPERTY RESEARCH & DOCUMENTATION SERVICE.

STATE OF TEXAS
COUNTY OF BEXAR

PARCEL No. 17861

BEING 0.155 ACRES OF LAND OUT OF LOT 1, BLOCK 1, NEW CITY BLOCK 15831, SPRING CREEK FOREST SUBD., SAN ANTONIO, TEXAS AS PER PLAT RECORDED IN VOLUME 8600, PAGE 114 OF THE DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS.

REVISED ON 11/17/04

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

THIS 17th DAY OF NOVEMBER 2004, A.D.

ADALBERTO CAMARILLO, R.P.L.S. NO. 3929

DRAWN BY: D. GARCIA III JOB NO.: 00000-00

DRAWING FILE: _____ PAGE: _____

ks'6/23/05
ORD# _____/

AFTER RECORDING RETURN TO:

REAL ESTATE SECTION
CITY OF SAN ANTONIO
P.O. BOX 839966
SAN ANTONIO, TEXAS 78283-3966

PARCEL NO.: 17863A
PROJECT: Stahl Road- O'Connor
to Judson Road

GIFT DEED

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

KNOW ALL MEN BY THESE PRESENTS:

THAT, NORTH EAST INDEPENDENT SCHOOL DISTRICT, hereinafter referred to as "GRANTOR", for good and valuable consideration including but not limited to the development and use of the property by the City of San Antonio does hereby GIVE, GRANT and CONVEY, to THE CITY OF SAN ANTONIO, a municipal corporation, of the County of Bexar, State of Texas, hereinafter referred to as "GRANTEE" whose mailing address is P.O. Box 839966, San Antonio, Texas 78283-3966, the following described parcel of land in fee simple:

Being a 0.116 acre (5,057 sq. ft.) tract of land out of Lot 2, Block 1, New City Block 16591, Madison High School Subdivision, City of San Antonio, Bexar County, Texas, according to map or plat recorded in Volume 9540, Page(s) 49, of the Deed and Plat Records of Bexar County, Texas; said 0.116 acre (5,057 sq. ft.) tract of land being more particularly described by attached Exhibit "A" hereto and made a part hereof AND *

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 GRANTOR does hereby binds itself, its legal representatives and/or assigns 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.

This conveyance and the warranties of title herein are expressly made subject to all encumbrances, easements and other matters filed of record in the office of the County Clerk of Bexar County, Texas.

EXECUTED this the 22 day of August, A.D., 2005.

* SEE ADDENDUM ATTACHED

HERETO AS EXHIBIT "B"
AND MADE A PART HEREOF.

NORTH EAST INDEPENDENT SCHOOL DISTRICT

BY:

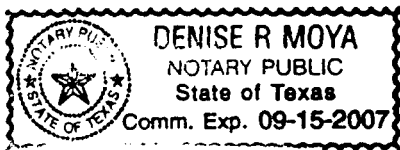


Beth Plummer, President, Board of
Trustees
NORTH EAST INDEPENDENT SCHOOL DISTRICT

GIFT DEED- PARCEL 17863(A)-PAGE 2

STATE OF TEXAS }
 }
COUNTY OF BEXAR }

This instrument was acknowledged before me on this the 22 day of August,
A.D., 2005, by Beth Plummer , PRESIDENT OF NORTH EAST INDEPENDENT SCHOOL DISTRICT
BOARD OF TRUSTEES.



Denise R. Moya
NOTARY PUBLIC in and for the State of
TEXAS

Metes and Bounds Description
for a
0.116 Acre Tract
Fee Simple

EXHIBIT "A"

Being 0.116 acre of land out of Lot 2, Block 1, New City Block 16591, Madison High School Subdivision, San Antonio, Bexar County, Texas as recorded in Volume 9540, Page 49 of the Deed and Plat Records of Bexar County, Texas; said 0.116 acre tract being more particularly described as follows:

COMMENCING at an iron rod with an orange cap found at the easterly end of a curve return located at the intersection of the north right of way line of Stahl Road and the north right of way line of O'Conner Road; Thence N 59°30'38" E, 458.36 feet along the north right-of-way line of said Stahl Road to an "X" etched in concrete for the **Point of Beginning** and the south corner of the tract herein described;

Thence N 14°31'17" E, 23.38 feet departing the said north right-of-way line to a set PK Nail asphalt for the west corner of the tract herein described;

Thence N 59°34'58" E, 301.15 feet to a ½" I.P. W/YC set for the north corner of the tract herein described;

Thence S 30°29'22" E, 16.15 feet to a ½" I.P. W/YC set on the north right-of-way line of said Stahl Road for the east corner of the tract herein described;

Thence S 59°30'38" W, 317.69 feet along the said north right-of-way line to the **Point of Beginning** and containing 0.116 acre (5057 sq. ft.) of land, more or less.



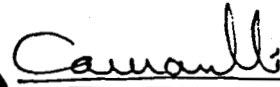

Adalberto Camarillo
Registered Professional Land Surveyor
No. 3929
May 24, 2005

EXHIBIT "A"



SCALE: 1" = 60'

S30°29'22"E 16.15'

LOT 2
BLOCK 1
N.C.B. 16591

MADISON HIGH
SCHOOL SUBDIVISION
(VOL. 9540/ PG. 49)

14' ELEC., GAS, TELE.,
AND CATV ESMT.

STEEL
MANHOLE

CONC. SLAB
W/ WATER LINE

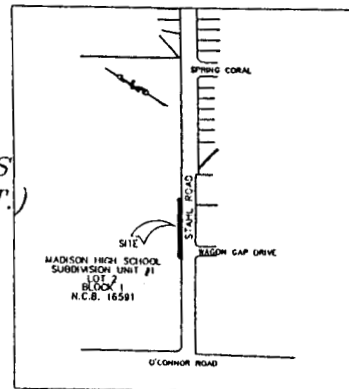
PK NAIL
IN ASPHALT

N14°31'17"E 23.38'

0.116 ACRES
(5057 SQ. FT.)

STAHL ROAD
(R.O.W. VARIES)

WAGON GAP DRIVE



LOCATION MAP
N.T.S.

POINT OF BEGINNING

POINT OF COMMENCEMENT

O'CONNOR RD.

NOTES:

1) FIROC DENOTES: FOUND IRON ROD WITH ORANGE CAP

2) SIR DENOTES: SET 1/2" IRON ROD WITH YELLOW CAP LABELED PCI.

NOTE: DIRECTIONAL CONTROL IS
BASED ON AN ASSUMED NETWORK
OF BEARING USING FOUND
MONUMENTS.

NOTE: RECORD DATA AND RESEARCH OF ADEQUATE
THOROUGHNESS TO SUPPORT THE DETERMINATION OF
INTENDED BOUNDARIES OF THE LANDS SURVEYED
HEREIN WERE FURNISHED BY PROPERTY RESEARCH &
DOCUMENTATION SERVICE.

PARCEL No. 17863A

STATE OF TEXAS
COUNTY OF BEXAR

LEGEND	
TP □	TELEPHONE PEDESTAL
SA.SWR.MH ○	SANITARY SEWER MANHOLE
WM □	WATER METER
WV □	WATER VALVE
FH □	FIRE HYDRANT
PP ●	POWER POLE
SP □	SIGNAGE POST
GUY WIRE	GUY WIRE
UT	UNDERGROUND TELEPHONE
UE	UNDERGROUND ELECTRIC
UG	UNDERGROUND GAS LINE
CL	CHAINLINK FENCE
WF	WOOD FENCE
EA	EDGE OF ASPHALT PAVT.
EX	EXIST. TRSS
GV	GAS VALVE

BEING 0.116 ACRE OF LAND OUT OF
LOT 2, BLOCK 1, NEW CITY BLOCK
16591, MADISON HIGH SCHOOL
SUBDIVISION, SAN ANTONIO, BEXAR
COUNTY, TEXAS AS RECORDED IN
VOLUME 9540, PAGE 49 OF THE
DEED AND PLAT RECORDS OF BEXAR
COUNTY, TEXAS.



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

THIS 8TH DAY OF JUNE 2005, A.D.

ADALBERTO CAMARILLO R.P.L.S. NO. 3929

DRAWN BY: R. VENEGAS JOB NO.: 04005

DRAWING FILE: PAGE: