

ORDINANCE NO. 2252

AN ORDINANCE CLOSING, VACATING, ABANDONING AND SELLING A PORTION OF PUBLIC RIGHT-OF-WAY, APPROXIMATELY SEVEN (7) SQUARE FEET (0.0002 ACRE TRACT) ON THE SOUTHERN SIDE OF THE LOT THAT ADJOINS MORTON ST OF THE PROPERTY IDENTIFIED AS LOT 62, EXC W IRR 2.73FT ALAMO HEIGHTS ADDITION, ALSO KNOWN AS 900 CAMBRIDGE OVAL, OF THE CITY OF ALAMO HEIGHTS, TEXAS; AND EXCHANGING SAID TRACT FOR AN ABUTTING TRACT OF SIMILAR SIZE OWNED BY OMAR RODRIGUEZ; DECLARING A PUBLIC PURPOSE; INCORPORATING RECITALS; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY AND DECLARING AN EFFECTIVE DATE.

WHEREAS, the City owns approximately seven (7) square feet (or 0.0002 of an acre) of right-of-way (Tract 1) on the southern side of the lot that adjoins Morton St of the property, identified as Lot 62, EXC W IRR 2.73ft Alamo Heights Addition, Block 48, County Block 4024, also known as 900 Cambridge Oval, of the City of Alamo Heights, Texas, identified as Tract 1 and described by survey metes and bounds in **Exhibit A** and depicted in the survey sketch attached as **Exhibit B** ("City Property"); and

WHEREAS, Omar Rodriguez, owns 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 62, Block 28 (should be Block 48 from original plat – Volume 105, Page 8, Deed and Plat Records), Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas, identified as Tract 2 and described by survey metes and bounds in **Exhibit A** and depicted in the survey sketch attached as **Exhibit B** ("Adjacent Property"); and

WHEREAS, Omar Rodriguez, ("Adjacent Owner"), is requesting the closure, vacation and abandonment, and transfer of approximately seven (7) square feet of right-of-way on the southern side of the lot that adjoins Morton St of the property, identified as Lot 62, EXC W IRR 2.73ft Alamo Heights Addition, Block 48, County Block 4024, also known as 900 Cambridge Oval, of the City of Alamo Heights, Texas in exchange for the Adjacent Property; and

WHEREAS, City and the Adjacent Owner have entered into negotiations regarding the sale and exchange of the City Property for the property owned by the Adjacent Owner; and

WHEREAS, Local Government Code Section 272.001(b) authorizes a city to exchange property with an abutting property owner for less than fair market value; and

WHEREAS, the City is agreeable to exchanging the above referenced properties subject to the terms and conditions of the Real Estate Sale and Exchange Agreement attached hereto as **Exhibit B**, attached hereto and incorporated for all purposes; and

WHEREAS, in accordance with Section 16-105 of the City Code of Ordinances and with proper notice to the public, a public hearing was held on January 05, 2026 during a Planning and Zoning Commission meeting and a second public hearing was held on January 12, 2026 during a City of Alamo Heights special Council meeting, during which all interested parties and citizens were allowed to appear and be heard; and

WHEREAS, it has been determined that it is feasible and advantageous to the City of Alamo Heights to close, vacate and abandon approximately seven (7) square feet of the right-of-way on the southern side of the lot that adjoins Morton St of the property known as 900 Cambridge Oval;

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF ALAMO HEIGHTS, TEXAS:

SECTION 1. ABANDONMENT. Approximately seven (7) square feet of the right-of-way on the southern side of the lot that adjoins Morton Street of the property known as 900 Cambridge Oval, identified as Lot 62, EXC W IRR 2.73ft Alamo Heights Addition, Block 48, County Block 4024 of the City of Alamo Heights, Texas, is closed, vacated and abandoned by the City of Alamo Heights. The closing, vacating, and abandonment of the City Property will be effective as the Effective Date of the deed conveying the City Property attached hereto as **Exhibit A** and depicted in the survey sketch attached as **Exhibit B**.

SECTION 2. PUBLIC PURPOSE That said portions of the Public Right of Way described in Section 1, described therein are no longer needed for public purposes and it is in the public interest of the City of Alamo Heights, to abandon said described portions of the Public Right of Way.

SECTION 3. SCOPE. That the abandonment provided for herein shall extend only to the public right, title and easement in and to the tracts of land described in Section 1 of this ordinance and shall be construed only to that interest the governing body of the City of Alamo Heights may legally and lawfully abandon.

SECTION 4. AUTHORITY. The Mayor of the City or the City Manager is authorized to execute the Real Estate Sale and Exchange Agreement attached hereto as **Exhibit C** and a Special Warranty Deed substantially in the form included in **Exhibit D**, to convey the interests described in Section 1 hereof to Omar Rodriguez, on a square foot for square foot basis, of the property as referenced in the Real Estate Sale and Exchange Agreement. City agrees to accept the Adjacent Property as full consideration for the City's sale and transfer of the City Property as reflected in the terms of the Real Estate Sale and Exchange Agreement.

SECTION 5. INCORPORATION OF RECITALS. The City Council finds the recitals contained in the preamble to this ordinance are true and correct and incorporates them as findings of fact.

SECTION 6. REPEALING ORDINANCES IN CONFLICT. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 7. SEVERABILITY. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional or illegal, such decision shall not affect the validity of the remaining sections of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause, or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared void.

SECTION 8. EFFECTIVE DATE. Except as provided in Section 1, Ordinance shall take effect immediately upon its passage and approval.

PRESENTED AND APPROVED BY THE CITY COUNCIL OF THE CITY OF ALAMO HEIGHTS, TEXAS THIS 12th **DAY OF** January, 2026.



ALBERT HONIGBLUM, MAYOR

ATTEST:



ELSA T. ROBLES, CITY SECRETARY



APPROVED AS TO FORM:



JESSIE LOPEZ, CITY ATTORNEY

Exhibit A
Legal Description of 7.0 square feet
(or 0.0002 or an acre) of land

METES AND BOUNDS

TRACT 1:

Being 0.0002 acres (7.0 square feet) of land, more or less, being a portion of Morton Street located in Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, said 0.0002 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the South corner of the Omar Rodriguez tract (Volume 7388, Page 54), same being on the West Right-of-Way of said Morton Street and the **POINT OF COMMENCEMENT**;

THENCE along the West irregular Right-of-Way line of said Morton Street, North 26 degrees 29 minutes 31 seconds West (called North 37 degrees 19 minutes 31 seconds West), a distance of 4.16 feet to a point for the southeast corner of this 0.0002 acres, same also being the **POINT OF BEGINNING**;

THENCE across and severing said Morton Street, South 85 degrees 19 minutes 33 seconds West, a distance of 2.67 feet to a point for the southwest corner of this 0.0002 acres, same being on an interior southeast line of said Rodriguez tract and on the irregular West Right-of-Way of said Morton Street, and from which a 1/2 inch iron rod found for an interior corner of said Rodriguez tract and the southeast corner of the Rebecca Marie Merkord 0.118 acres (Document No. 20240025432) bears South 01 degrees 26 minutes 54 seconds West, a distance of 0.08 feet;

THENCE along the lines common to this 0.0002 acres and said Rodriguez tract the following courses and distances:

North 01 degrees 26 minutes 54 seconds East (called North 03 degrees 14 minutes 40 seconds East), a distance of 5.28 feet to a point for the North corner of this 0.0002 acres, same being an interior corner of said Rodriguez tract;

South 26 degrees 29 minutes 31 seconds East (called South 37 degrees 19 minutes 31 seconds East), a distance of 5.66 feet to the **POINT OF BEGINNING**, and containing 0.0002 acres (7.0 square feet) of land, more or less.

TRACT 2:

Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 62, Block 28 (should be Block 48 from original plat – Volume 105, Page 8, Deed and Plat Records), Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas, said 0.0001 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the South corner of said Rodriguez tract, same being on the West Right-of-Way line of Morton Street and the **POINT OF BEGINNING**;

THENCE along said Rodriguez tract, North 26 degrees 29 minutes 31 seconds West (called North 37 degrees 19 minutes 31 seconds West), a distance of 4.16 feet to a point for the northwest corner of this 0.0001 acres;

THENCE departing a southerly corner of and severing said Rodriguez tract, North 85 degrees 19 minutes 33 seconds East, a distance of 2.20 feet to a 1/2 inch iron rod capped WALS set for the northeast corner of this 0.0001 acres, same being on the East line of said Rodriguez tract and on the West Right-of-Way line of said Morton Street;

THENCE along the West Right-of-Way line of said Morton Street, South 04 degrees 54 minutes 47 seconds West (called South 03 degrees 36 minutes 34 seconds West), a distance of 3.92 feet to the **POINT OF BEGINNING**, and containing 0.0001 acres (4.0 square feet) of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.



Mark J. Ewald

Registered Professional Land Surveyor

Texas Registration No. 5095

September 10, 2025

Field work complete on August 22, 2025.

Amended on March 19, 2026 to correct lot number for Tract 2.



EXHIBIT B **Survey Sketch of City Property (Tract 1)** **and Adjacent Property (Tract 2)**

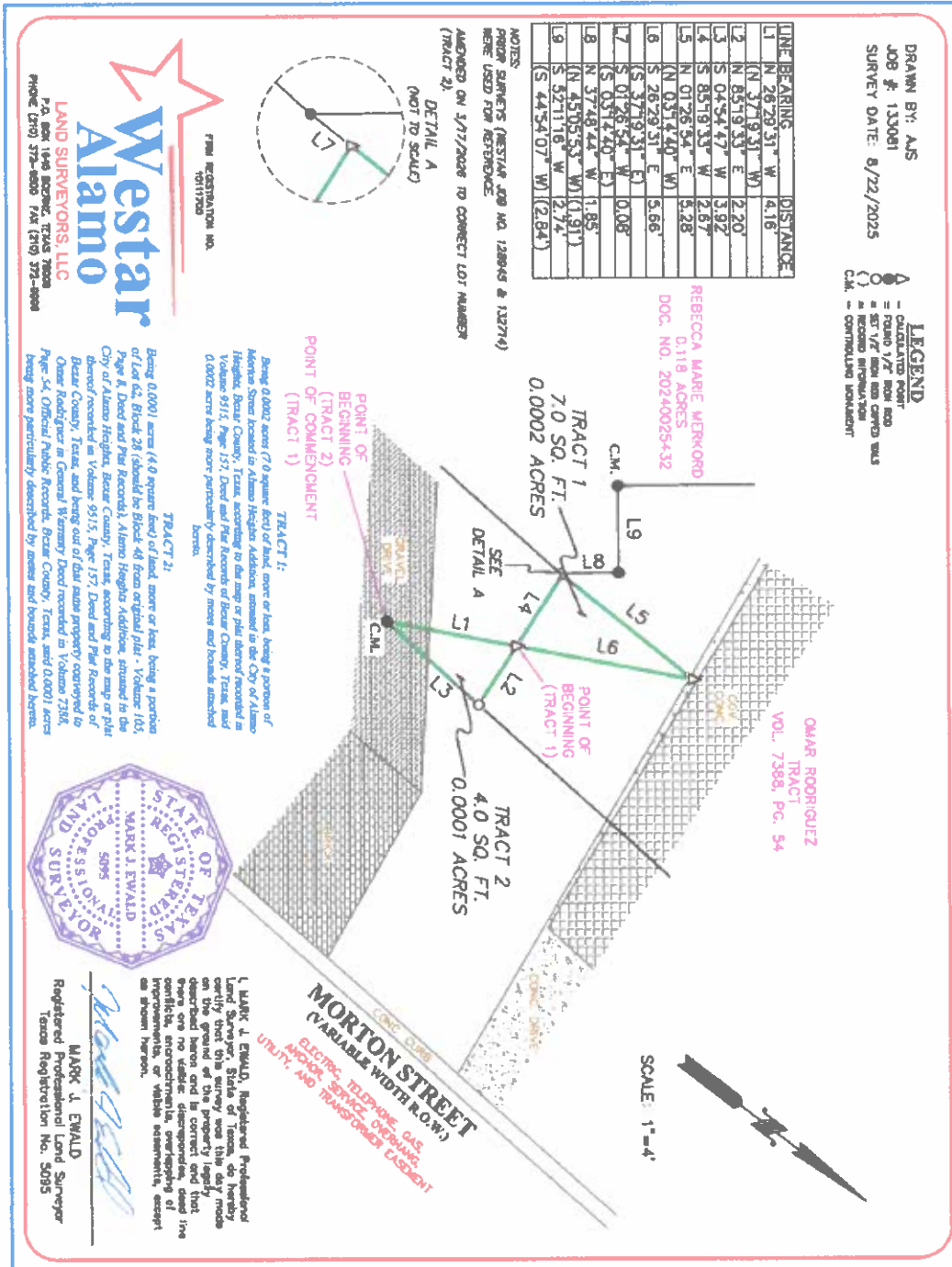


EXHIBIT C
Sales and Exchange Agreement

REAL ESTATE SALE AND EXCHANGE CONTRACT

This Real Estate Sale and Exchange Contract ("Contract") is entered into between the CITY OF ALAMO HEIGHTS, a Texas municipal corporation and political subdivision of the State of Texas ("City"), and OMAR RODRIGUEZ ("Landowner"), for the sale and exchange of certain real property pursuant to the following terms and conditions:

RECITALS

WHEREAS, the City owns approximately seven (7) square feet of right-of-way on the southern side of the lot that adjoins Morton St of the property, identified as Lot 62, EXC W IRR 2.73ft Alamo Heights Addition, Block 48, County Block 4024, also known as 900 Cambridge Oval, of the City of Alamo Heights, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein and depicted in Exhibit A-1 attached hereto and incorporated herein ("City's Property");

WHEREAS, the Landowner owns approximately four (4) square feet of land, more or less, being a portion of Lot 38, Block 48, Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, being more particularly described in Exhibit A attached hereto and incorporated herein and depicted on Exhibit A-1 ("Landowner's Property");

WHEREAS, Landowner has requested the City to abandon and transfer the City's Property to Landowner in exchange for Landowner's Property; and

WHEREAS, the parties now wish to enter into this Contract to set forth the terms and conditions for the sale and exchange of the City's Property and Landowner's Property.

AGREEMENT

In consideration of the mutual covenants contained herein, the parties agree to the following:

I. Purchase and Sale of Property.

A. Subject to the terms and conditions herein, the City agrees to sell and convey to Landowner the City's Property for the Sales Price in Paragraph 2. Landowner agrees to buy the City Property from City for the Sales Price in Paragraph 2. City will reserve all water and mineral rights, and all rights, privileges and appurtenances pertaining to existing utilities and related easements, adjacent streets, alleys, and rights of way.

B. Subject to the terms and conditions herein, Landowner agrees to sell and convey the Landowner's Property to City for the Sales Price stated in Paragraph 2. City agrees to buy the Landowner's Property from Landowner for the Sales Price stated in Paragraph 2. Landowner will sell and convey the Landowner's Property, together with:

1 of 8

(1) All rights, privileges, and appurtenances pertaining to Landowner's Property, including Landowner's right, title, and interest in any minerals, utilities, adjacent streets, alleys, strips, gores, and rights-of-way; and

(2) Landowner's interest in all licenses and permits related to the Landowner's Property.

2. **Sales Price.** The sales price of the City's Property is One Hundred Dollars (\$100.00). The sales price of Landowner's Property is One Hundred Dollars (\$100.00). At or before Closing, City and Landowner agree to pay the Sales Price to the other party for the respective property being sold and conveyed.

3. **Title Company.** The title company for Closing is: (the "Title Company")

Mission Title
16500 San Pedro, Suite 212
San Antonio, TX 78232

Attention: Jimena Cisneros
Telephone: 210-265-8271
E-mail: jcisneros@missiontitle.com

A. **City's Title Policy:** Landowner, at City's expense, will furnish City an Owner's Policy of Title Insurance (the "title policy") with respect to Landowner Property issued by any underwriter of the Title Company in the amount of the sales price, dated at or after closing, insuring City against loss under the title policy, subject only to:

(a) those title exceptions permitted by this Contract or as may be approved by City in writing; and

(b) the standard printed exceptions contained in the promulgated form of title policy unless this contract provides otherwise.

B. **Landowner's Title Policy:** City, at Landowner's expense, will furnish Landowner an Owner's Policy of Title Insurance (the "title policy") with respect to the City Property issued by any underwriter of the Title Company in the amount of the sales price, dated at or after closing, insuring Landowner against loss under the title policy, subject only to:

(a) those title exceptions permitted by this Contract or as may be approved by Landowner in writing; and

(b) the standard printed exceptions contained in the promulgated form of title policy unless this Contract provides otherwise.

4. **Earnest Money.** The parties shall each deposit Ten Dollars (\$10.00) as Earnest Money with the Title Company along with an executed copy of this Contract.

5. **Deadlines and Other Dates.** The parties agree to deliver the items listed below by the specified deadline. All deadlines in this Contract expire at 5:00 P.M. CDT. If a deadline falls on a

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Saturday, Sunday, or national holiday, the deadline will be extended to the next day that is not a Saturday, Sunday, or national holiday. A national holiday is a holiday designated by the federal government. Time is of the essence.

- (a) Earnest Money Deadline: 10 days after the Effective Date.
- (b) Delivery of Title Commitment: 15 days after the Effective Date.
- (c) Delivery of Survey: Parties will provide a survey of their property within 45 days after the Effective Date sufficient to permit the Title Company to modify the survey exception in the Title Policy. Each party will bear its own survey costs of the property that it is selling and conveying to the other party.
- (d) Delivery of legible copies of instruments referenced in the Title Commitment and Surveys: Contemporaneously with the Delivery of the Title Commitment.
- (e) Delivery of Title Objections: 15 days after delivery of the respective Survey, Title Commitment and legible copies of the instruments referenced in them.
- (f) Closing Date: The closing will occur on or before ninety (90) days after the Effective Date.
- (g) Closing Time: 10:00 A.M. (CDT) or such hour as mutually agreed by the parties.

6. Closing.

A. City's Property:

(1) At Closing, City will execute and deliver, at City's expense, the following:

- i. a Special Warranty Deed for the City's Property;
- ii. tax statements showing no delinquent taxes on the City's Property;
- iii. notices, statements, or certificates to evidence that the property is free of any leases;
- iv. to the extent assignable, an assignment to Landowner of any licenses and permits related to the City's Property;
- v. evidence that the person executing this contract is legally capable and authorized to bind City;
- vi. an affidavit acceptable to the Title Company stating that City is not a foreign person; and
- vii. any notices, statements, certificates, affidavits, releases, and other documents required by this Contract, the title commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by City as necessary.

(2) At Closing Landowner will:

- i. deliver the Sales Price in good funds acceptable to the Title Company;
- ii. execute deliver any notices, statements, certificates, or other documents required by this Contract or law necessary to close the sale; and
- iii. Insert section 2 from the proposed ordinance

B. Landowner's Property:

(1) At Closing, Landowner will execute and deliver, at Landowner's expense, the following:

- i. a special warranty deed for the Landowner Property. The deed must convey good and indefeasible title to the Landowner Property and show no exceptions other than those permitted under Paragraph 3 or other provisions of this Contract. Landowner must convey the Landowner Property:
 - (1) with no liens, assessments, or other security interests against the Landowner's Property which will not be satisfied out of the sales price;
 - (2) without any debt or assumed loans in default; and
 - (3) with no persons in possession of any part of the Landowner's Property as lessees, tenants at sufferance, or trespassers.
- ii. tax statements showing no delinquent taxes on the Landowner Property;
- iii. to the extent assignable, an assignment to City of any licenses and permits related to the Landowner Property;
- iv. evidence that the person executing this contract is legally capable and authorized to bind Landowner;
- v. an affidavit acceptable to the Title Company stating that Landowner is not a foreign person or, if Landowner is a foreign person, a written authorization for the Title Company to: (i) withhold from Landowner's proceeds an amount sufficient to comply applicable tax law; and (ii) deliver the amount to the Internal Revenue Service (IRS) together with appropriate tax forms; and
- vi. any notices, statements, certificates, affidavits, releases, and other documents required by this Contract, the commitment, or law necessary for the closing of the sale and issuance of the title policy, all of which must be completed by Landowner as necessary; and
- vii. notices, statements, or certificates to evidence that the property is free of any leases.

(2) At Closing City will:

- i. deliver the Sales Price in good funds acceptable to the Title Company;
- ii. evidence that the person executing this Contract is legally capable and authorized to bind City; and

- iii. execute deliver any notices, statements, certificates, or other documents required by this Contract or law necessary to close the sale

C. Prorations:

(1) City Property: Landowner acknowledges that City is a governmental entity and exempt and that the City Property is currently exempt from taxation. Proration of taxes for the City Property is therefore unnecessary.

(2) Landowner Property: Ad valorem taxes and assessments against the Landowner's Property shall be prorated at Closing as of the Closing Date based on the tax bills for the most recent calendar year available. City will receive at Closing a credit against the Sales Price in an amount equal to the portion of the taxes and assessments on the Property from January 1 to the Closing Date. If Closing occurs before actual tax bills for the current calendar year are available, the proration of taxes and assessments shall be computed based upon the Bexar County Appraisal District's appraised value of the land and the improvements located thereon using the millage rates of the prior calendar year; provided, however, that after Closing, no later than sixty (60) days after actual tax bills for calendar year of the Closing Date become available, Landowner and City shall make appropriate post-Closing adjustments to the prorations of ad valorem taxes and assessments based on such actual tax bills for the calendar year of the Closing Date, and any amounts due to or from Landowner or City with respect to such post-Closing adjustments shall be delivered within thirty (30) days thereafter.

The obligations of Landowner and City under this Section 6(C) survive Closing and shall not be merged therein.

7. Default and Remedies.

A. Default. If either party fails to perform any of its obligations under this Contract the non-defaulting party may elect either of the following as its sole and exclusive remedy:

(1) Termination. The non-defaulting party may terminate this Contract by giving notice to the defaulting party on or before the Closing Date and Closing Time and have the Earnest Money paid to the non-defaulting party, or

(2) Specific Performance. The non-defaulting party may enforce specific performance of the defaulting party's obligations under this Contract. If title to the defaulting party's Property is awarded to non-defaulting party, the conveyance will be subject to the matters stated in the Title Commitment.

8. Miscellaneous Provisions.

A. Notices. Any notice required by or permitted under this Contract must be in writing. Any address for notice may be changed by written notice. Copies of each notice must be given to the attorney of the party to whom notice is given.

B. Entire Contract. This Contract, together with its exhibits, and any Closing Documents delivered at closing constitute the entire agreement of the parties concerning the sale of the properties.

C. Amendment. This Contract may be amended only by an instrument in writing signed by both parties.

D. Prohibition of Assignment. The parties may not assign this Contract or any of its rights under it, and any attempted assignment is void. This Contract binds, benefits, and may be enforced by the parties and their respective successors.

E. Survival. The obligations of this Contract that cannot be performed before termination of this Contract or before closing will survive termination of this Contract or closing, and the legal doctrine of merger will not apply to these matters. If there is any conflict between the Closing Documents and this Contract, the Closing Documents will control.

F. Choice of Law; Venue; Alternative Dispute Resolution. This Contract will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Bexar County, Texas and nowhere else. Time permitting, the parties will submit in good faith to an alternative dispute resolution process before filing a suit concerning this Contract.

G. Waiver of Default. It is not a waiver of default if the non-defaulting party fails to declare immediately a default or delays taking any action with respect to the default.

H. Severability. The provisions of this Contract are severable. If a court of competent jurisdiction finds that any provision of this Contract is unenforceable, the remaining provisions will remain in effect without the unenforceable parts.

K. Counterparts. If this Contract is executed in multiple counterparts, all counterparts taken together will constitute this Contract.

L. Confidentiality. The parties will keep confidential this Contract, this transaction, and all information learned in the course of this transaction, except to the extent disclosure is required by law or court order or to enable third parties to advise or assist either party to close this transaction.

EXECUTED on the date(s) indicated below and to be **EFFECTIVE** as of January 12, 2026 (the "Effective Date").

LANDOWNER:



OMAR RODRIGUEZ

Date: 2-27-26

CITY:

CITY OF ALAMO HEIGHTS

By: 

Date: 03/00/2026

Exhibit A
Legal Description of 7.0 square feet
(or 0.0002 of an acre) of land

Attachment A

METES AND BOUNDS

TRACT 1:

Being 0.0002 acres (7.0 square feet) of land, more or less, being a portion of Morton Street located in Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, said 0.0002 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the South corner of the Omar Rodriguez tract (Volume 7388, Page 54), same being on the West Right-of-Way of said Morton Street and the **POINT OF COMMENCEMENT**.

THENCE, along the West irregular Right-of-Way line of said Morton Street, North 26 degrees 29 minutes 31 seconds West (called North 37 degrees 19 minutes 31 seconds West), a distance of 4.86 feet to a point for the southeast corner of this 0.0002 acres, same also being the **POINT OF BEGINNING**.

THENCE, across and severing said Morton Street, South 85 degrees 19 minutes 33 seconds West, a distance of 2.67 feet to a point for the southwest corner of this 0.0002 acres, same being on an interior southeast line of said Rodriguez tract and on the irregular West Right-of-Way of said Morton Street, and from which a 1/2 inch iron rod found for an interior corner of said Rodriguez tract and the southeast corner of the Rebecca Marie Merford 0.188 acres) Document No. 20240025472) bears South 01 degrees 26 minutes 54 seconds West, a distance of 0.08 feet.

THENCE, along the lines common to this 0.0002 acres and said Rodriguez tract the following courses and distances:

North 03 degrees 26 minutes 54 seconds East (called North 03 degrees 14 minutes 40 seconds East), a distance of 5.28 feet to a point for the North corner of this 0.0002 acres, same being an interior corner of said Rodriguez tract.

South 26 degrees 29 minutes 31 seconds East (called South 37 degrees 19 minutes 31 seconds East), a distance of 5.86 feet to the **POINT OF BEGINNING**, and containing 0.0002 acres (7.0 square feet) of land, more or less.

TRACT 2:

Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 38, Block 48, Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas, said 0.0001 acres being more particularly described by metes and bounds as follows:

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BEGINNING at a 1/2 inch iron rod found for the South corner of said Rodriguez tract, same being on the West Right-of-Way line of Morton Street and the **POINT OF BEGINNING**,

THENCE along said Rodriguez tract, North 26 degrees 29 minutes 41 seconds West (called North 27 degrees 19 minutes 31 seconds West), a distance of 416 feet to a point for the northwest corner of this 0.0001 acres,

THENCE departing a southerly corner of and covering said Rodriguez tract, North 85 degrees 19 minutes 33 seconds East, a distance of 220 feet to a 1/2 inch iron rod capped WALS set for the northeast corner of this 0.0001 acres, same being on the East line of said Rodriguez tract and on the West Right-of-Way line of said Morton Street,

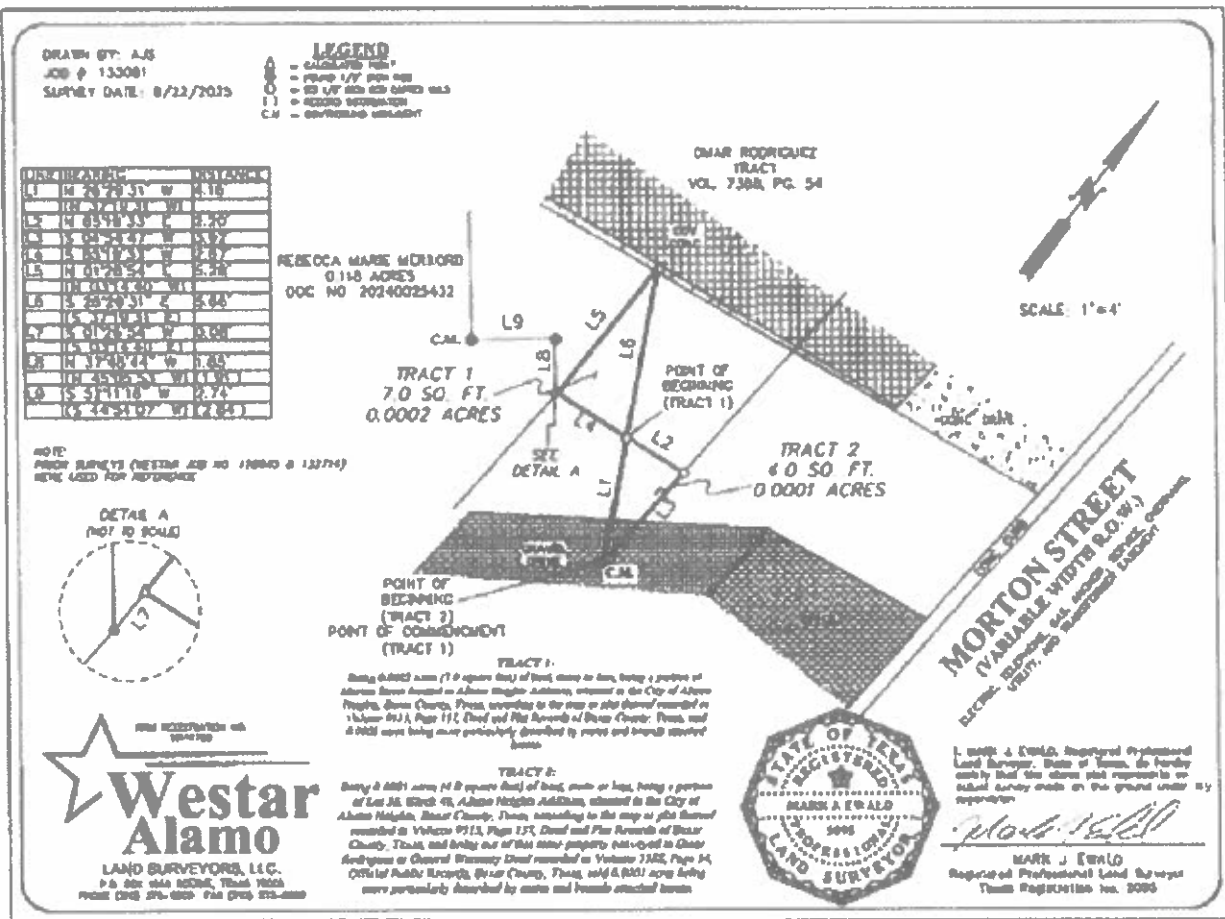
THENCE along the West Right-of-Way line of said Morton Street, South 04 degrees 54 minutes 47 seconds West (called South 03 degrees 36 minutes 34 seconds West), a distance of 7.92 feet to the **POINT OF BEGINNING**, and containing 0.0001 acres (± 0 square feet) of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.


Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5094
September 10, 2025
Field work complete on August 22, 2025.



Exhibit A-1



**AMENDMENT NO. 1
TO REAL ESTATE SALE AND EXCHANGE CONTRACT
Date of Contract: January 12, 2026**

Landowner: Omar Rodriguez
900 Cambridge Oval
San Antonio, Bexar County, Texas 78209

City: City of Alamo Heights
6116 Broadway
San Antonio, Bexar County, 78209

Landowner's Property: Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 38, Block 48, Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas

City Property: Approximately seven (7) square feet of right-of-way on the southern side of the lot that adjoins Morton St of the property, identified as Lot 62, EXC W IRR 2.73ft Alamo Heights Addition, Block 48, County Block 4024, also known as 900 Cambridge Oval, of the City of Alamo Heights, Texas.

Amendment: Landowner and City hereby amend the Effective Date in the last paragraph of the Contract to state March 2, 2026.

The remainder of the Contract shall remain in full force and effect.

EXECUTED on the date(s) indicated below and **EFFECTIVE** as of the 21st day of April 2026.

Landowner:	City of Alamo Heights
By: _____ Omar Rodriguez	By: <u>[Signature]</u> Budy Kahn, City Manager
Date: _____	Date: <u>4/21/2026</u>

**AMENDMENT NO. 1
TO REAL ESTATE SALE AND EXCHANGE CONTRACT
Date of Contract: January 12, 2026**

Landowner: Omar Rodriguez
900 Cambridge Oval
San Antonio, Bexar County, Texas 78209

City: City of Alamo Heights
6116 Broadway
San Antonio, Bexar County, 78209

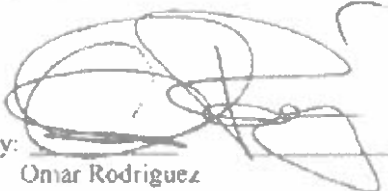
Landowner's Property: Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 38, Block 48, Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas.

City Property: Approximately seven (7) square feet of right-of-way on the southern side of the lot that adjoins Morton St of the property, identified as Lot 62, EXC W IRR 2.73ft Alamo Heights Addition, Block 48, County Block 4024, also known as 900 Cambridge Oval, of the City of Alamo Heights, Texas.

Amendment: Landowner and City hereby amend the Effective Date in the last paragraph of the Contract to state March 2, 2026.

The remainder of the Contract shall remain in full force and effect.

EXECUTED on the date(s) indicated below and EFFECTIVE as of the 21st day of April 2026.

Landowner:  By: <u>Omar Rodriguez</u> Date: <u>4-21-26</u>	City of Alamo Heights By: <u>X</u> Budy Kuhn, City Manager Date: _____
---	--

**AMENDMENT NO. 2
TO REAL ESTATE SALE AND EXCHANGE CONTRACT
Date of Contract: January 12, 2026**

Landowner: Omar Rodriguez
900 Cambridge Oval
San Antonio, Bexar County, Texas 78209

City: City of Alamo Heights
6116 Broadway
San Antonio, Bexar County, 78209

Landowner's Property: Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 38, Block 48, Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas.

City Property: Approximately seven (7) square feet of right-of-way on the southern side of the lot that adjoins Morton St of the property, identified as Lot 62, EXC W IRR 2.73ft Alamo Heights Addition, Block 48, County Block 4024, also known as 900 Cambridge Oval, of the City of Alamo Heights, Texas.

Amendment: The legal description of Landowner's Property is deleted in its entirety and replaced with the following:

Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 62, Block 28 (should be Block 48 from original plat - Volume 105, Page 8, Deed and Plat Records), Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas.

SIGNATURES ON NEXT PAGE

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Page 1 of 2

#290430; #59805

The remainder of the Contract shall remain in full force and effect.

EXECUTED on the date(s) indicated below and EFFECTIVE as of the 21st day
of April 2026.

Landowner:	City of Alamo Heights
By: _____ Ornar Rodriguez	By: <u>[Signature]</u> Burt Kuhl, City Manager
Date: _____	Date: <u>4/21/2026</u>

The remainder of the Contract shall remain in full force and effect.

EXECUTED on the date(s) indicated below and **EFFECTIVE** as of the 21st day
of April 2026.

Landowner:  By: _____ Omar Rodriguez Date: <u>4-21-26</u>	City of Alamo Heights  By: _____ Rudy Kuhn, City Manager Date: _____
---	--

EXHIBIT "D"
Special Warranty Deed

Doc# 20260075236 04/22/2026 04:01 PM Page 1 of 5 Lucy Adame-Clark, Bexar County Clerk

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

LUCY ADAME-CLARK
Texas Recording Services, LLC

Special Warranty Deed

Date:

April 21, 2026

Grantor:

CITY OF ALAMO HEIGHTS, a Texas municipal corporation

Grantor's Mailing Address:

City of Alamo Heights
6116 Broadway St
San Antonio, Bexar County, Texas 78209

Grantee:

OMAR RODRIGUEZ and VERONICA PRIDA, husband and wife

Grantee's Mailing Address:

Omar Rodriguez and Veronica Prida
900 Cambridge Oval
San Antonio, Bexar County, Texas 78209

Consideration:

Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being 0.0002 acres (7.0 square feet) of land, more or less, being a portion of Morton Street located in Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, being more particularly located and described by metes and bounds on **EXHIBIT "A"** attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: Grantor reserves all of the oil, gas, and any other minerals in and under the Property. Grantor further reserves all of the water rights and interests (whether deemed real property, personal property, or other rights) in and under the Property. City reserves a utility easement for all existing utility facilities located on the Property. City shall have the right at any time after the abandonment of the Property with or without notice to the owner of the underlying fee interest to enter upon the Property to survey, access, construct, repair, patrol, and

Special Warranty Deed - City of Alamo Heights to O. Rodriguez
#354215v3A; 5425/2

related activities necessary for the exercise of its easement rights which are reserved unto the City forever.

Further, construction of any non-softscape improvements in and on the Property is prohibited.

Exceptions to Conveyance and Warranty: This Deed is expressly made subject to (i) visible and apparent easements and rights-of-way over or across the Property, whether of record or not; (ii) any and all existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than conveyances of the surface fee estate, that affect the Property and are shown of record in San Patricio County, Texas; (iii) all reservations, restrictions, covenants, terms and conditions contained herein; (iv) the continued rights of existing utilities, if any, as provided by law (and any required adjustments will be at no cost to Grantor); and (v) any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities relating to the Property, but only to the extent that they are still in force and effect.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the 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 way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by and through Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 21st day of April, 2026.

(Grantor's Signature and Acknowledgment on following page)

GRANTOR

CITY OF ALAMO HEIGHTS, a Texas municipal corporation

By: 
Albert Honigblum, Mayor

ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF BEXAR COUNTY §

This instrument was acknowledged before me on the 21st day of April, 2026 by Albert Honigblum, in his capacity as Mayor of the CITY OF ALAMO HEIGHTS, and acknowledged and executed the same for the purposes and consideration therein expressed on behalf of the CITY OF ALAMO HEIGHTS.


Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CITY OF ALAMO HEIGHTS
Community Development Services
Attn: Lety Hernandez, Director
6116 Broadway St, 2nd Floor
San Antonio, Texas 78209

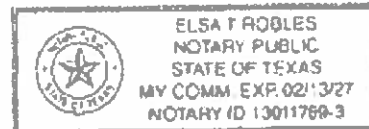


EXHIBIT "A"
Legal Description of 7.0 square feet
(or 0.0002 of an acre) of land

METES AND BOUNDS

TRACT 1:

Being 0.0002 acres (7.0 square feet) of land, more or less, being a portion of Morton Street located in Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 152, Deed and Plat Records of Bexar County, Texas, said 0.0002 acres being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod found for the South corner of the Omar Rodriguez tract (Volume 2308, Page 54), same being on the West Right-of-Way of said Morton Street and the **POINT OF COMMENCEMENT**.

THENCE along the West Irregular Right-of-Way line of said Morton Street, North 26 degrees 29 minutes 31 seconds West (called North 37 degrees 19 minutes 31 seconds West) a distance of 4.16 feet to a point for the southeast corner of this 0.0002 acres, same also being the **POINT OF BEGINNING**.

THENCE across and severing said Morton Street, South 85 degrees 19 minutes 33 seconds West, a distance of 2.67 feet to a point for the southwest corner of this 0.0002 acres, same being on an interior southeast line of said Rodriguez tract and on the irregular West Right-of-Way of said Morton Street, and from which a 1/2 inch iron rod found for an interior corner of said Rodriguez tract and the southeast corner of the Rebecca Marie Merkord 0.118 acres (Document No. 20240025432) bears South 01 degrees 16 minutes 44 seconds West, a distance of 0.08 feet.

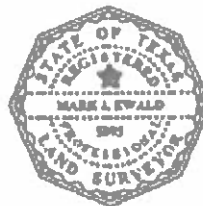
THENCE along the lines common to this 0.0002 acres and said Rodriguez tract the following courses and distances:

North 01 degrees 26 minutes 54 seconds East (called North 03 degrees 14 minutes 46 seconds East), a distance of 5.28 feet to a point for the North corner of this 0.0002 acres, same being an interior corner of said Rodriguez tract;

South 26 degrees 29 minutes 31 seconds East (called South 37 degrees 19 minutes 31 seconds East), a distance of 5.66 feet to the **POINT OF BEGINNING**, and containing 0.0002 acres (7.0 square feet) of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.

Mark J. Ewald
Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
September 10, 2025
Field work complete on August 22, 2025.



W:\Words\Metes and Bounds\13.1081 TRACT 1.doc

Page 1 of 1

File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20260075236
Recorded Date: April 22, 2026
Recorded Time: 4:01 PM
Total Pages: 5
Total Fees: \$37.00

**** THIS PAGE IS PART OF THE DOCUMENT ****

**** Do Not Remove ****

Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/22/2026 4:01 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk

ORIGINAL

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

UF 200508-02A
Texas Recording Services, LLC

Special Warranty Deed

Date: April 21, 2026

Grantor: OMAR RODRIGUEZ and VERONICA PRIDA

Grantor's Mailing Address:
Omar Rodriguez and Veronica Prida
900 Cambridge Oval
San Antonio, Bexar County, Texas 78209

Grantee: CITY OF ALAMO HEIGHTS, a Texas municipal corporation

Grantee's Mailing Address:
City of Alamo Heights
6116 Broadway Street
San Antonio, Bexar County, Texas 78209

Consideration: Cash and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged.

Property (including any improvements):

Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 62, Block 28 (should be Block 48 from original plat - Volume 105, Page 8, Deed and Plat Records), Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas, said 0.0001 acres being more particularly described by metes and bounds in the survey included in EXHIBIT "A" attached hereto and incorporated herein for all purposes.

Reservations from Conveyance: None.

Exceptions to Conveyance and Warranty: This Deed is expressly made subject to (i) visible and apparent easements and rights-of-way over or across the Property, whether of record or not;

1

Special Warranty Deed - O. Rodriguez to City of Alamo Heights
#356559v2; 5425/2

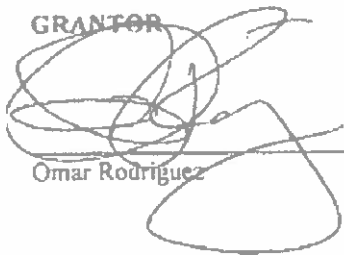
(ii) any and all existing restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and other instruments, other than conveyances of the surface fee estate, that affect the Property and are shown of record in San Patricio County, Texas; (iii) all reservations, restrictions, covenants, terms and conditions contained herein; (iv) the continued rights of existing utilities, if any, as provided by law (and any required adjustments will be at no cost to Grantor); and (v) any and all zoning laws, regulations, and ordinances of municipal and other governmental authorities relating to the Property, but only to the extent that they are still in force and effect.

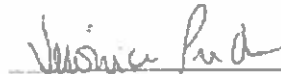
Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, **GRANTS, SELLS, AND CONVEYS** to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's heirs, successors, and assigns forever. Grantor binds Grantor and Grantor's heirs and successors to warrant and forever defend all and singular the Property to Grantee and Grantee's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, by and through Grantor but not otherwise.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED this 21st day of April, 2026

(Grantor's Signature and Acknowledgment on following page)

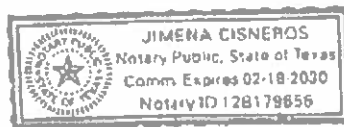
GRANTOR

Omar Rodriguez

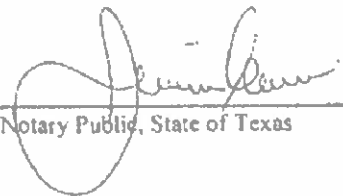

Veronica Prida

ACKNOWLEDGMENTS

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 21st day of April, 2026 by Omar Rodriguez and acknowledged and executed the same for the purposes and consideration therein expressed.

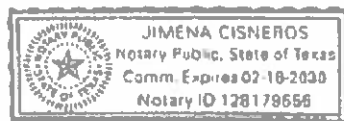


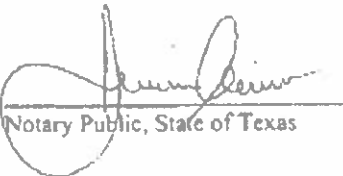


Notary Public, State of Texas

STATE OF TEXAS §
 §
COUNTY OF BEXAR §

This instrument was acknowledged before me on the 21st day of April, 2026 by Veronica Prida and acknowledged and executed the same for the purposes and consideration therein expressed.





Notary Public, State of Texas

AFTER RECORDING RETURN TO:

CITY OF ALAMO HEIGHTS
Community Development Services
Attn: Lety Hernandez, Director
6116 Broadway St, 2nd Floor
San Antonio, Texas 78209

EXHIBIT "A"

**Legal Description of 4.0 square feet
(or 0.0001 of an acre) of land**

METES AND BOUNDS

TRACT 2:

Being 0.0001 acres (4.0 square feet) of land, more or less, being a portion of Lot 62, Block 28 (should be Block 48 from original plat - Volume 105, Page 8, Deed and Plat Records), Alamo Heights Addition, situated in the City of Alamo Heights, Bexar County, Texas, according to the map or plat thereof recorded in Volume 9515, Page 157, Deed and Plat Records of Bexar County, Texas, and being out of that same property conveyed to Omar Rodriguez in General Warranty Deed recorded in Volume 7388, Page 54, Official Public Records, Bexar County, Texas, said 0.0001 acres being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found for the South corner of said Rodriguez tract, same being on the West Right-of-Way line of Morton Street and the **POINT OF BEGINNING**;

THENCE along said Rodriguez tract, North 26 degrees 29 minutes 31 seconds West (called North 37 degrees 19 minutes 31 seconds West), a distance of 4.16 feet to a point for the northwest corner of this 0.0001 acres;

THENCE departing a southerly corner of and severing said Rodriguez tract, North 85 degrees 19 minutes 33 seconds East, a distance of 2.20 feet to a 1/2 inch iron rod capped WALS set for the northeast corner of this 0.0001 acres, same being on the East line of said Rodriguez tract and on the West Right-of-Way line of said Morton Street;

THENCE along the West Right-of-Way line of said Morton Street, South 04 degrees 54 minutes 47 seconds West (called South 03 degrees 36 minutes 34 seconds West), a distance of 3.92 feet to the **POINT OF BEGINNING**, and containing 0.0001 acres (4.0 square feet) of land, more or less.

I hereby certify that these field notes were prepared from an actual survey made on the ground under my supervision and are true and correct to the best of my knowledge and belief. A survey plat of the above described tract prepared this day is hereby attached to and made a part hereof. Bearings shown hereon are based on actual GPS Observations, Texas State Plane Coordinates, South Central Zone, Grid.


Mark J. Ewald
Registered Professional Land Surveyor
Texas Registration No. 5095
September 10, 2025
Field work complete on August 22, 2025.



File Information

eFILED IN THE OFFICIAL PUBLIC eRECORDS OF BEXAR COUNTY
LUCY ADAME-CLARK, BEXAR COUNTY CLERK

Document Number: 20260075255
Recorded Date: April 22, 2026
Recorded Time: 4:06 PM
Total Pages: 5
Total Fees: \$37.00

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Any provision herein which restricts the sale or use of the described real property because of race is invalid and unenforceable under Federal law

STATE OF TEXAS, COUNTY OF BEXAR

I hereby Certify that this instrument was eFILED in File Number Sequence on this date and at the time stamped hereon by me and was duly eRECORDED in the Official Public Record of Bexar County, Texas on: 4/22/2026 4:06 PM



Lucy Adame-Clark
Lucy Adame-Clark
Bexar County Clerk