

Manual  
Nieves  
4/10

12-000817 2011-004  
ORDINANCE No. \_\_\_\_\_ 0016

Balena 8  
25.625 acres

**PROVIDING FOR THE EXTENSION OF THE CITY LIMITS OF THE CITY OF NEW BERLIN, TEXAS BY THE ANNEXATION OF LAND LOCATED ADJACENT TO THE CITY OF NEW BERLIN, TEXAS.**

**WHEREAS**, the City of New Berlin, Texas has agreed to annex property being more particularly described in Appendix A attached hereto; and

**WHEREAS**, the City Council of the City of New Berlin, Texas, believing that the above-described property is annexed pursuant to Texas Local Government Code section 43.028, and

**WHEREAS**, on the Nov. 30, 2010 the City Council of the City of New Berlin, Texas received petition from the land owner to annex the land situated outside of, but immediately adjacent to, the current corporate limits of the City of New Berlin, Texas;

**NOW THEREFORE:**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF NEW BERLIN, TEXAS:**

**SECTION 1.** The land and territory lying outside of, but adjacent to and adjoining the City of New Berlin, Texas, more particularly described as that portion of the tract of land described in Exhibit "A," attached hereto and incorporated herein by reference, is hereby added and annexed to the City of New Berlin, Texas, and said territory, as described, shall hereafter be included within the boundary limits of said City, and the present boundary limits of said City, at the various points contiguous to the area described in Exhibit "A," are altered and amended so as to include said area within the corporate limits of the City of New Berlin, Texas.


**SECTION 2.** This ordinance shall be effective from and after March 21, 2011

PASSED AND APPROVED this, the 21<sup>st</sup> day of March 21, 2011



MAYOR  
CITY OF NEW BERLIN, TEXAS

ATTEST:

  
CITY SECRETARY  
CITY OF NEW BERLIN, TEXAS

Return to  
THE CITY OF NEW BERLIN  
NEW BERLIN, TEXAS  
7275 AM 2838  
SESE/UNIN/TX078955



*Nieves*

**PETITION REQUESTING ANNEXATION:**  
**TERRITORY THAT IS VACANT AND WITHOUT**  
**RESIDENTS OR ON WHICH FEWER THAN THREE**  
**QUALIFIED VOTERS RESIDE**


TO: THE MAYOR AND GOVERNING BODY OF THE CITY OF NEW BERLIN, TEXAS

The undersigned owner(s) of the hereinafter described tract of land which is vacant and without residents, or on which less than three (3) qualified voters reside, hereby petition your honorable body to extend the present municipal limits so as to include and annex as a part of the City of New Berlin, Texas, the property described by metes and bounds. See Attached Exhibit "A."

I (we) certify that the above-described tract of land is contiguous and adjacent to the City of New Berlin, Texas, is not more than one-half (1/2) mile in width, and that this petition is signed and duly acknowledged by each and every person or corporation having an interest in said land.

<u>Signature</u>	<u>Date</u>
(Signature) <i>[Handwritten Signature]</i>	<u>11-30-2010</u>
(Printed Name) <u>MANUEL NIEVES</u>	
(Signature) <i>[Handwritten Signature]</i>	<u>11-30-10</u>
(Printed Name) <u>Norma D. Nieves</u>	
(Signature) _____	_____
(Printed Name) _____	

*B. Letsinger 12-6-10*



B. LETSINGER  
Notary Public  
State of Texas  
My Comm. Exp. 03-29-2014

**NOTES:**

BASED ON RECORDS IN THE REGISTERED BOOK OF SANTA CLARA CO., TEXAS AS FOUND AND RECORDED ON THE ORIGINAL SURVEY MAPS.

IF ORIGINAL PLATTING OR THIS SITE IS IN CONFLICT WITH ANY OTHER RECORDS, THE ORIGINAL RECORDS SHALL CONTROL.

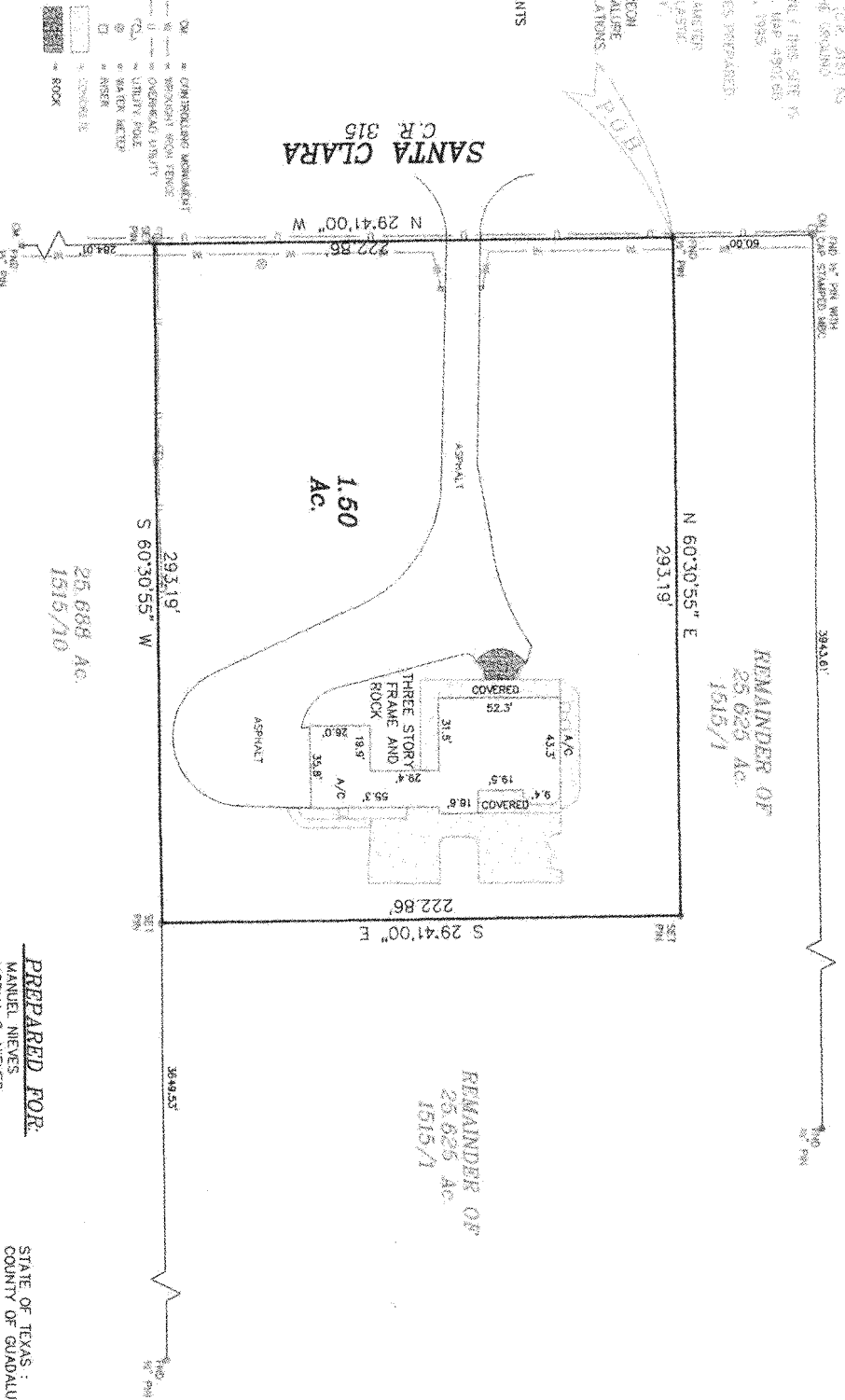
ADDITIONAL FIELD NOTES PROVIDED.

ALL SET POINTS ARE 1/4" QUARTER BARS WITH AN ORANGE PLASTIC CAP STAMPED "TRI-COUNTY".

THE PROPERTY SHOWN HEREON MAY BE SUBJECT TO GUADALUPE COUNTY SUPERVISION REGULATIONS.

**RESTRICTIONS AND EASEMENTS**  
 VOL. 1453, PG. 481, O.R.  
 VOL. 825, PG. 803, O.R.  
 VOL. 215, PG. 587, O.R.

**SANTA CLARA**  
 C.R. 315



**TRI-COUNTY LAND SURVEYING**

114 NORTH AUSTIN  
 SEGUIN, TEXAS 78155  
 PH: (830) 372-1001  
 FX: (830) 379-1155

THIS GRAPHIC WORK REPRESENTS THE RESULTS OF A SURVEY BEING PROVIDED BY THE COUNTY LAND SURVEYING BUREAU FOR THE EXCLUSIVE USE OF THE PARTIES SHOWN HEREON. NO LIABILITY HAS BEEN ASSUMED BY THE SURVEYOR FOR THE PURPOSES OF THIS SURVEY. THE SURVEYOR'S INTEREST IN THIS SURVEY IS LIMITED TO THE SURVEYOR'S INTEREST IN THE SURVEY. THE SURVEYOR'S INTEREST IN THIS SURVEY IS LIMITED TO THE SURVEYOR'S INTEREST IN THE SURVEY. THE SURVEYOR'S INTEREST IN THIS SURVEY IS LIMITED TO THE SURVEYOR'S INTEREST IN THE SURVEY.

4411 SANTA CLARA ROAD  
 PLAT SHOWING:

**SURVEY OF A 1.50 ACRE TRACT OF LAND SITUATED IN THE GUADALUPE TORRES SURVEY NO. 69, ABSTRACT 319, GUADALUPE COUNTY, TEXAS, BEING A PORTION OF A TRACT OF LAND CALLED 26 625 ACRES CONVEYED TO MANUEL NIEVES AND NORMA O. NIEVES, BY DEED RECORDED IN VOLUME 1515, PAGE 1, OFFICIAL RECORDS, GUADALUPE COUNTY, TEXAS.**

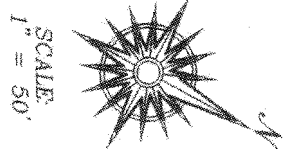
**PREPARED FOR:**  
 MANUEL NIEVES  
 NORMA O. NIEVES

STATE OF TEXAS:  
 COUNTY OF GUADALUPE:

I, AUBREY C. HOLLAND, DO HEREBY CERTIFY THAT THIS PLAT WAS PREPARED FROM AN ACTUAL SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE SAME IS TRUE AND CORRECT OR ENCROACHMENTS EXCEPT AS SHOWN.

**AUBREY C. HOLLAND**  
 REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4493

SURVEYED: MARCH 7, 2006  
 PROJECT NO.: 0603105  
 DWG No.: 0603105A



402098 180310A



VOL 2306 P60607

VOL 3081 P60205

4382676+2  
NIEVES, MANUEL  
DEED OF TRUST / MORTGAGE

00412150038994

**WHEN RECORDED MAIL TO:**

JPMorgan Chase Bank, N.A.  
Retail Loan Servicing KY2-1606  
P.O. Box 11606  
Lexington, KY 40576-1606

do-08594

SPACE ABOVE THIS LINE IS FOR RECORDER'S USE ONLY

**HOMESTEAD LIEN CONTRACT AND DEED OF TRUST**

**THE EXTENSION OF CREDIT EVIDENCED BY THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS THE TYPE OF CREDIT DEFINED BY SECTION 50(A)(6), ARTICLE XVI, TEXAS CONSTITUTION.**

**THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST dated April 12, 2006, is made and executed between MANUEL NIEVES, whose address is 4411 S SANTA CLARA RD, MARION, TX 78124 and NORMA O NIEVES, whose address is 4411 S SANTA CLARA RD, MARION, TX 78124 (referred to below as "Owner") and JPMorgan Chase Bank, N.A., whose address is 1111 Polaris Parkway, Columbus, OH 43240 (referred to below as "Lender").**

**GRANT OF LIEN.** For valuable consideration, Owner grants a lien under Section 50(a)(6), Article XVI, Texas Constitution in and to the following described real property, together with all Improvements, all proceeds (including without limitation premium refunds) of each policy of insurance relating to any of the Improvements, or the Real Property; and all easements, rights of way, and appurtenances; all water and water rights; and all other rights, royalties, and profits relating to (the "Real Property") located in GUADALUPE County, State of Texas:

**TAX ID : R147672 R35876**

Field notes describing a 1.50 acre tract of land situated in the Guadalupe Torres Survey No. 69, Abstract 313, Guadalupe County, Texas, being a portion of a tract of land calls 25.625 acres, conveyed to Manuel Nieves and Norma O Nieves by deed recorded in Volume 1515, page 1, Official Records, Guadalupe County, Texas and being more particularly described as follows Note. All set pins are "J" diameter rebar with an orange plastic cap stamped "Tri-County". Beginning at a "J" diameter iron pin found in the northeast right-of-way line of Santa Clara Road and the southwest line of the 25.625 acre tract for the west corner of the herein described tract. Said pin bears S 29° 41' 00" W, 60.00 feet from a "J" diameter iron pin with a plastic cap stamped "MBC" found for the west corner of the 25.625 acre tract.

Thence, N 60° 30' 55" E, 293.19 feet crossing a portion of the 25.625 acre tract to an iron pin set for the north corner of the herein described tract. Thence, S 29° 41' 00" E, 222.86 feet crossing a portion of the 25.625 acres tract to an iron pin set in the northwest line of a tract of land called 28.688 acres, described in Volume 1515, Page 10, Official Records, Guadalupe County, Texas and the southeast line of the 25.625 acre tract for the east corner of the herein described tract. Thence, S 60° 30' 55" W, 293.19 feet with the northwest line of the 25.688 acre tract and the southeast line of the 25.688 acre tract to an iron pin set in the northeast right-of-way of Santa Clara Road for the west corner of the 25.625 acre tract, the south corner of the 25.625 acre tract and the herein described tract. Thence, N 29° 41' 00" W, 222.86 feet with the northeast right-of way line of Santa Clara Road and the southwest line of the 25.625 acre tract to the Place of Beginning and containing 1.50 acres of land according to a survey made on the ground on March 7, 2006, Tri-County Land Surveying Inc.

**The Real Property or its address is commonly known as 4411 S SANTA CLARA RD, MARION, TX 78124. The Real Property tax identification number is R147672 R35876.**

To the extent permitted by applicable law, Owner conveys the Real Property to Trustee in trust for the benefit of Lender as hereinafter set forth.

**THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST IS GIVEN TO SECURE (A) PAYMENT OF THE INDEBTEDNESS AND (B) PERFORMANCE OF ANY AND ALL OBLIGATIONS UNDER THE NOTE, THE RELATED DOCUMENTS, AND THIS HOMESTEAD LIEN CONTRACT AND DEED OF TRUST. THIS HOMESTEAD LIEN CONTRACT IS GIVEN AND ACCEPTED ON THE FOLLOWING TERMS:**

**HOMESTEAD PROPERTY.** Owner represents to Lender that the Property is Owner's homestead. If a part of the Property is not now, or at any time in the future is determined not to be, Owner's homestead, Lender hereby disclaims any lien on such non-homestead property, it being Lender's intention to obtain a lien, as provided for by Section 50(a) (6), Article XVI, Texas Constitution, in Owner's homestead property only. If the Property, as a whole, is determined not to be Owner's homestead, this lien shall be governed by other applicable Texas law.

**PAYMENT AND PERFORMANCE.** Except as otherwise provided in this Homestead Lien Contract, Owner shall pay to Lender all amounts secured by this Homestead Lien Contract as they become due and shall strictly perform all of Owner's obligations under this Homestead Lien Contract.

**POSSESSION AND MAINTENANCE OF THE PROPERTY.** Owner agrees that Owner's possession and use of the Property shall be governed by the following provisions:

**Duty to Maintain.** Owner shall maintain the Property in good condition and promptly perform all repairs, replacements, and maintenance necessary to preserve its value.

**Nuisance. Waste.** Owner shall not cause, conduct or permit any nuisance nor commit, permit, or suffer any stripping of or waste on or to the Property or any portion of the Property. Without limiting the generality of the foregoing, Owner will not remove, or grant to any other party the right to remove, any timber, minerals (including oil and gas), coal, clay, scoria, soil, gravel or rock products without Lender's prior written consent. This restriction will not apply to rights and easements (such as gas and oil) not owned by Owner and of which Owner has informed Lender in writing prior to Owner's signing of this Homestead Lien Contract.

**Removal of Improvements.** Owner shall not demolish or remove any improvements from the Real Property without Lender's prior written consent. As a condition to the removal of any improvements, Lender may require Owner to make arrangements satisfactory to Lender to replace such improvements with improvements of at least equal value.

**Lender's Right to Enter.** Lender and Lender's agents and representatives may enter upon the Real Property at all reasonable times to attend to Lender's interests and to inspect the Real Property for purposes of Owner's compliance with the terms and conditions of this Homestead Lien Contract. Inspections are for the benefit of Lender and not Owner.

**Compliance with Governmental Requirements.** Owner shall promptly comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the use or occupancy of the Property. Owner may contest in good faith any such law, ordinance, or regulation and withhold compliance during any proceeding, including appropriate appeals, so long as Owner has notified



This page has been added by the Guadalupe County Clerk's office to comply with the statutory requirement that the clerk shall stamp the recording information at the foot of the last page of the document.

This page becomes a part of the document identified by Document Number 12-817 affixed on the first page of this document.

FILED FOR RECORD  
12 JAN 13 AM 11:52

TERESA KIEL  
COUNTY CLERK GUADALUPE COUNTY

BY Rebecca Morales

STATE OF TEXAS  
COUNTY OF GUADALUPE  
I certify this instrument was FILED on the  
date and at the time stamped thereon and  
was duly recorded in the Official Public  
Records of Guadalupe County, Texas.



Teresa Kiel  
TERESA KIEL  
Guadalupe County Clerk

→ RTR City of New Braunfels