

AN ORDINANCE 2013-01-17-0036

AMENDING THE OFFICIAL ZONING MAP OF THE CITY OF SAN ANTONIO BY AMENDING CHAPTER 35, UNIFIED DEVELOPMENT CODE, SECTION 35-304, OF THE CITY CODE OF SAN ANTONIO, TEXAS BY CHANGING THE ZONING DISTRICT BOUNDARY OF CERTAIN PROPERTY.

* * * * *

WHEREAS, a public hearing was held after notice and publication regarding this amendment to the Official Zoning Map at which time parties in interest and citizens were given an opportunity to be heard; and

WHEREAS, the Zoning Commission has submitted a final report to the City Council regarding this amendment to the Official Zoning Map of the City of San Antonio; **NOW THEREFORE,**

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

SECTION 1. Chapter 35, Unified Development Code, Section 35-304, Official Zoning Map, of the City Code of San Antonio, Texas is amended by changing the zoning district boundary of Parcel 19A, NCB 17981; Lot 3, Block 2, NCB 17981; and 1.181 acres out of Parcels 20 and 21A, NCB 17981 from "C-3 AHOD" General Commercial Airport Hazard Overlay District and "I-1 AHOD" General Industrial Airport Hazard Overlay District to "I-1 AHOD" General Industrial Airport Hazard Overlay District.

SECTION 2. A description of the property is attached as **Attachment "A"** and made a part hereof and incorporated herein for all purposes.

SECTION 3. All other provisions of Chapter 35 except those expressly amended by this ordinance shall remain in full force and effect including the penalties for violations as made and provided for in Section 35 -491.

SECTION 4. The Director of Development Services shall change the zoning records and maps in accordance with this ordinance and the same shall be available and open to the public for inspection.

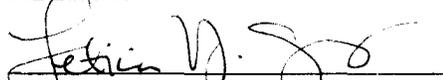
SECTION 5. This ordinance shall become effective January 27, 2013.

PASSED AND APPROVED this 17th day of January 2013.

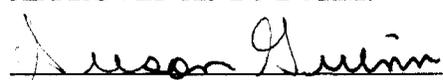


M A Y O R
Julián Castro

ATTEST:


for Leticia M. Vacek, City Clerk

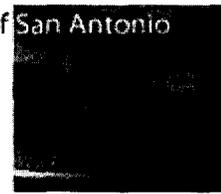
APPROVED AS TO FORM:


for Michael D. Bernard, City Attorney



Request for
COUNCIL
ACTION

City of San Antonio



Agenda Voting Results - Z-6

Name:	Z-1, Z-3, Z-4, Z-6, Z-8, Z-9, Z-10, Z-11, Z-12, Z-13, Z-14, Z-15, Z-16, Z-18, Z-19, Z-20, Z-21, Z-23, P-3, P-4, Z-24, Z-25, Z-26, Z-27, Z-29						
Date:	01/17/2013						
Time:	02:17:12 PM						
Vote Type:	Motion to Approve						
Description:	ZONING CASE # Z2012178 (District 2): An Ordinance amending the Zoning District Boundary from "C-3 AHOD" General Commercial Airport Hazard Overlay District and "I-1 AHOD" General Industrial Airport Hazard Overlay District to "I-1 AHOD" General Industrial Airport Hazard Overlay District on Parcel 19A, NCB 17981; Lot 3, Block 2, NCB 17981; and 1.181 acres out of Parcels 20 and 21A, NCB 17981 located at 5819, 5825 and 5829 East IH 10. Staff and Zoning Commission recommend approval.						
Result:	Passed						
Voter	Group	Not Present	Yea	Nay	Abstain	Motion	Second
Julián Castro	Mayor		x				
Diego Bernal	District 1		x				
Ivy R. Taylor	District 2		x				
Leticia Ozuna	District 3		x				
Rey Saldaña	District 4		x				
David Medina Jr.	District 5		x				
Ray Lopez	District 6		x				
Cris Medina	District 7		x				x
W. Reed Williams	District 8		x				
Elisa Chan	District 9		x			x	
Carlton Soules	District 10		x				

Z2012178

METES AND BOUNDS DESCRIPTION

FOR

A 0.233 ACRE TRACT OF LAND (CALLED PARCEL P-20, NCB 17981 IN THE RECORDS OF BEXAR COUNTY APPRAISAL DISTRICT AND CALLED 0.812 ACRE TRACT 3 OUT OF THE ADOLPH R. KUBICEK TRACT IN THE C. TEXADA SURVEY NO. 133, BEXAR COUNTY, TEXAS), AS DESCRIBED IN VOLUME 15287, PAGE 509 OF THE DEED RECORDS OF BEXAR COUNTY, TEXAS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING: At the southwest corner of Lloyd Carter's 0.812 acres as described in Volume 3483, Page 295, Deed Records of Bexar County, Texas, out of Adolph Kubicek's tract in the C. Texada Survey No. 133, Bexar County, Texas, said point being in the north line of U. S. Highway 90, S 70° 05' 00" W, a distance of 365.2 feet from a brass disk found for the Dietrich Road (formerly Gemblar Road) cutoff;

THENCE: With the north line of U. S. Highway 90, S 70° 05' 00" W, a distance of 58.03 feet to a point for the southwest corner of this tract;

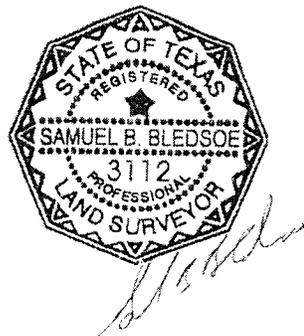
THENCE: N 18° 07' 00" W, a distance of 185.30 feet to a point for the northwest corner of this tract on the south right-of-way line of Dietrich Road (formerly Gemblar Road);

THENCE: With the south right-of-way line of Dietrich Road (formerly Gemblar Road), S 89° 30' 00" E, a distance of 61.35 feet to a point for the northeast corner of this tract and the northwest corner of Lloyd Carter's 0.812 acre tract;

THENCE: S 18° 04' 06" E, a distance of 163.89 feet to the POINT OF BEGINNING and containing 0.233 acres of land.

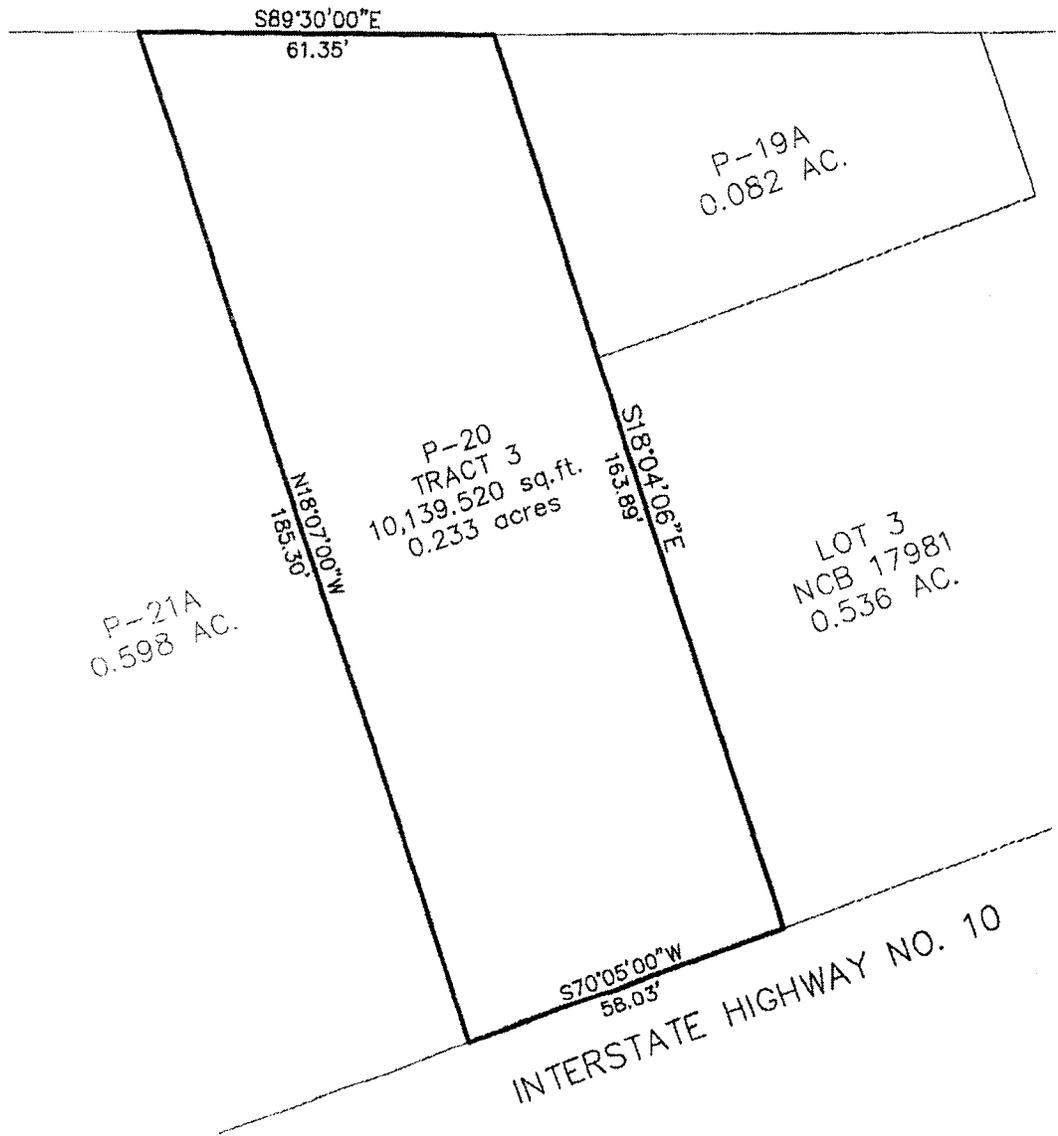
This metes and bounds description was prepared to correct the previous description of this property which incorrectly stated that the area of this tract was 0.812 acre.

Job 11139
August 30, 2012



ATTACHMENT A

DIETRICH ROAD



SKETCH OF PARCEL P-20

28212178

STC. 1102932166.MTM

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.

SPECIAL WARRANTY DEED WITH VENDOR'S LIEN

THE STATE OF TEXAS

COUNTY OF BEXAR

Date: December 19 2011

Grantor: Wells Fargo Bank, National Association

Grantor's Address: MACT-7419-018, 4101 Wiseman Blvd. - Building 205, San Antonio, Bexar County, Texas 78251-4200

Grantee: TYTAL USA Properties, INC.

Grantee's Address: 3502 Santa Ursula Ave., Laredo, Webb County, Texas 78041

Property (including improvements, if any):

TRACT 1

Lot 3, Block 2, New City Block 17981, A. J. FLOCH OIL CO. SUBDIVISION NO. 2, in the City of San Antonio, Bexar County, Texas, according to plat thereof recorded in Volume 9526, Page 108, Deed and Plat Records of Bexar County, Texas.

TRACT 2

A certain parcel of land containing eighty-two thousandths (0.082) of an acre, more or less, out of Lloyd Carter tract, being a part of Subdivision No. 2 of the A. C. Gemblar 278.08 acre tract, out of C. Texada Survey No. 133, County Block File No. 5098, said 0.082 of an acre being situated on the south side of Gemblar Road about 7 miles in an easterly direction from the courthouse in San Antonio, Texas, and being more particularly described as follows:

BEGINNING at an iron pipe on the south line of the Gemblar Road for the northwest corner of said Lloyd Carter tract;

THENCE with south line of Gemblar Road, South 89° 55' East, 85.44 feet to a steel rod, the northeast corner of this tract, being a corner of a tract of 0.536 of an acre conveyed to Sidney B. Carter;

THENCE South 18° 04' East, 29.65 feet to a steel rod, the southeast corner of this tract;

THENCE South 70° 05' West, 81.2 feet to a steel rod, the southwest corner of this tract, being the northwest corner of said Sidney B. Carter 0.536 of an acre;

THENCE North 18° 04' West, 58.85 feet to the PLACE OF BEGINNING.

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TRACT 3

A certain parcel or tract of land containing 0.812 acres, more or less, out of the Adolph R. Kubicek's Tract in the C. Texada Survey 133, Bexar County, Texas, and being more particularly described as follows:

BEGINNING at the southwest corner of Lloyd Carter's 0.812 acres as described in Volume 3483, Page 295, Deed Records of Bexar County, Texas, out of Adolph R. Kubicek's Tract in the C. Texada Survey 133, Bexar County, Texas, said point being in the north line of U.S. Highway 90, South 70 deg. 5' West, a distance of 365.2 feet from the Gemblar Road cut-off;

THENCE with the north line of U.S. Highway 90, South 70 deg. 05' West, a distance of 58.03 feet to the southwest corner of this tract;

THENCE North 18 deg. 07' west, a distance of 185.3 feet to the south line of Gemblar Road;

THENCE with the south line of Gemblar Road South 69 deg., 30' east, a distance of 61.35 feet to the northeast corner of this tract and being also the northwest corner of Carter's 0.812 acre tract;

THENCE South 18 deg. 04' East, a distance of 163.83 feet to the POINT OF BEGINNING..

Consideration: \$10.00 and other good and valuable consideration.

Additional Consideration:

The Consideration for this conveyance includes the execution and delivery by Grantee of that one certain promissory note ("Mortgage Note") of even date herewith in the principal sum of \$209,000.00 executed by Grantee and payable to the order International Bank of Commerce ("Mortgagee") at its offices as therein provided and bearing interest at the rates therein specified and providing for acceleration of maturity in the event of default and for attorney's fees, the payment of which Mortgage Note is secured by the Vendor's Lien herein retained, and is additionally secured by a deed of trust of even date herewith to Nativido Lozano, III, as trustee.

FOR THE CONSIDERATION, the receipt and adequacy of which is admitted and stipulated by Grantor, and subject to the reservations from and exceptions to conveyance and warranty herein contained, Grantor has granted, sold and conveyed and hereby does grant, sell and convey the Property to Grantee. The terms Grantor, Grantee and pronouns referring to them include the plural as context requires.

This conveyance is made and accepted subject to all restrictions, reservations, covenants, and exceptions appearing of record in the Official Public Records of Real Property (and related and predecessor real property records) of the County in which the Property is located, to the extent such matters are applicable to the Property, including without limitation the following:

1. 25-foot building setback lines as shown on a plat recorded in Volume 9526, Page 108, Deed and Plat Records of Bexar County, Texas.
2. 14-foot electric, gas, telephone and cable television easement, as shown on a plat recorded in Volume 9526, Page 108, Deed and Plat Records of Bexar County, Texas.
3. Terms and conditions of that Well Easement as set out in Volume 3607, Page 428, Deed Records of Bexar County, Texas.

This conveyance is also made and accepted subject to the following, but only to the extent that they are still in effect and affect the Property: (1) existing deed restrictions and restrictive covenants affecting the Property;

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(2) discrepancies, conflicts and shortages in area or boundary lines, or any encroachments or any overlapping of improvements; (3) taxes for the current year and subsequent years and subsequent assessments for prior years due to change in land usage or ownership; (4) existing building and zoning restrictions and ordinances; (5) easements or roads, easements visible upon the ground, easements of record; (6) liens created or assumed as security for the purchase price; (7) rights or privileges of public service companies and utility easements of record or common to any platted subdivision of which the Property is a part; (8) reservations or other exceptions of record or known to the Grantee; (9) the terms and provisions of any declaration, by-laws and rules and regulations of any condominium regime or homeowner's association pertaining to the Property, as amended, including the platted easements and assessments set out therein; (10) the terms of any ground rent, ground lease or similar agreements, if any; (11) any matters that would be reflected on a current survey of the Property; (12) any other liens, encumbrances, easements, covenants or restrictions of record or known to the Grantee; (13) rights of parties in possession; (14) any and all other restrictions and zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any.

GRANTEE ACKNOWLEDGES AND AGREES THAT GRANTOR HAS NOT MADE AND HEREBY SPECIFICALLY DISCLAIMS ANY WARRANTY, GUARANTY, OR REPRESENTATION, ORAL OR WRITTEN, PAST, PRESENT, OR FUTURE, OF, AS TO, OR CONCERNING (i) THE NATURE, SQUARE FOOTAGE, CONDITION, VALUB, OR QUALITY OF THE PROPERTY, INCLUDING BUT NOT BY WAY OF LIMITATION, THE WATER, THE SOIL, AND GEOLOGY, AND THE SUITABILITY THEREOF AND OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE MAY ELECT TO CONDUCT THERBON, (ii) THE MANNER OR QUALITY OF THE CONSTRUCTION OR MATERIALS, IF ANY, INCORPORATED INTO THE PROPERTY, CONDITION, QUALITY, THE STATE OF REPAIR OR LACK OF REPAIR OF ANY OF THE PROPERTY, (iii) EXCEPT FOR ANY WARRANTIES CONTAINED IN THE DEED, THE NATURE AND EXTENT OF ANY RIGHT-OF-WAY, LEASE, POSSESSION, LIEN, ENCUMBRANCE, LICENSE, RESERVATION, CONDITION, OR OTHERWISE, (iv) THE COMPLIANCE OF THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES, OR REGULATIONS OF ANY GOVERNMENT OR OTHER BODY INCLUDING ANY ENVIRONMENTAL, POLLUTION, CLEAN AIR, OR HAZARDOUS WASTE OR SUBSTANCE LAWS OR REGULATIONS, (v) THE INCOME TO BE DERIVED FROM THE PROPERTY, (vi) THE EXISTENCE OF ANY VIEW FROM THE PROPERTY OR THAT ANY EXISTING VIEW WILL NOT BE OBSTRUCTED IN THE FUTURE, (vii) THE MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY, (viii) THE STRUCTURAL INTEGRITY OF ANY IMPROVEMENTS ON THE PROPERTY, (ix) THE CONFORMITY OF THE IMPROVEMENTS TO ANY PLANS OR SPECIFICATIONS FOR THE PROPERTY THAT MAY BE PROVIDED TO GRANTEE, (x) THE CONFORMITY OF THE PROPERTY TO APPLICABLE ZONING OR BUILDING CODE REQUIREMENTS, (xi) THE EXISTENCE OF SOIL INSTABILITY, PAST SOIL REPAIRS, SUSCEPTIBILITY TO LANDSLIDES, SUFFICIENCY OF UNDER-SHORING, SUFFICIENCY OF DRAINAGE, OR ANY OTHER MATTER AFFECTING THE STABILITY OR INTEGRITY OF THE LAND OR ANY BUILDINGS OR IMPROVEMENTS SITUATED THERBON, (xii) WHETHER THE PROPERTY IS LOCATED IN A SPECIAL STUDIES ZONE UNDER THE PUBLIC RESOURCES CODE OR A SEISMIC HAZARDS ZONE OR A STATE FIRE RESPONSIBILITY AREA, OR A SPECIAL FLOOD HAZARD ZONE, AND (xiii) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY. GRANTEE ACKNOWLEDGES THAT THE PROPERTY MAY NOT BE IN COMPLIANCE WITH APPLICABLE ZONING, BUILDING, HEALTH OR OTHER LAW OR CODES, AND NEITHER GRANTOR NOR ANY PERSON ACTING AS GRANTOR'S REPRESENTATIVE OR AGENT HAS OCCUPIED THE PROPERTY AND THAT THE PROPERTY MAY NOT BE IN USABLE CONDITION. GRANTEE HEREBY EXPRESSLY ACKNOWLEDGES AND AGREES THAT GRANTEE HAS THOROUGHLY INSPECTED AND EXAMINED THE PROPERTY TO THE EXTENT DEEMED NECESSARY BY GRANTEE IN ORDER TO ENABLE GRANTEE TO EVALUATE THE PURCHASE OF THE PROPERTY. GRANTEE HEREBY FURTHER ACKNOWLEDGES AND AGREES THAT GRANTEE IS RELYING SOLELY UPON THE INSPECTION, EXAMINATION, AND EVALUATION OF THE PROPERTY BY GRANTEE AND THAT GRANTEE IS PURCHASING THE PROPERTY ON AN "AS IS", "WHERE IS" AND "WITH ALL FAULTS" BASIS AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR AND GRANTEE EXPRESSLY ACKNOWLEDGES THAT, IN CONSIDERATION OF THE AGREEMENTS OF GRANTOR HEREBIN, GRANTOR MAKES NO WARRANTY OF REPRESENTATION

Z2012178

EXPRESS OR IMPLIED, OR ARISING BY OPERATION OF LAW, INCLUDING, BUT IN NO WAY LIMITED TO ANY WARRANTY OF CONDITION, HABITABILITY, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE EXCEPT AS OTHERWISE SPECIFIED HEREIN. IT IS FURTHER AGREED THAT GRANTOR HAS NOT WARRANTED, AND DOES NOT HEREBY WARRANT THAT THE PROPERTY OR ANY IMPROVEMENTS LOCATED THEREON NOW OR IN THE FUTURE WILL MEET OR COMPLY WITH THE REQUIREMENTS OF ANY SAFETY CODE OR REGULATION OF THE STATE OF WHERE THE PROPERTY IS LOCATED, THE CITY WHERE THE PROPERTY IS LOCATED, THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ANY OTHER AUTHORITY OR JURISDICTION. GRANTEE FURTHER ACKNOWLEDGES AND AGREES THAT WITHOUT LIMITATION, GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT OR WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS OR REQUIREMENTS, INCLUDING ANY OF THE SAME DEFINED BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTIES, OF ANY HAZARDOUS SUBSTANCE, AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER.

GRANTEE AND ANYONE CLAIMING BY, THROUGH OR UNDER THE SAME HEREBY FULLY AND IRREVOCABLY RELEASE GRANTOR AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, AUCTION COMPANY, BROKERS AND AGENTS FROM ANY AND ALL CLAIMS THAT HE, SHE, IT OR THEY MAY NOW HAVE OR HEREAFTER ACQUIRE AGAINST GRANTOR AND ITS EMPLOYEES, OFFICERS, DIRECTORS, REPRESENTATIVES, ATTORNEYS, BROKERS AND AGENTS FOR ANY COST, LOSS, LIABILITY, DAMAGE, EXPENSE, DEMAND, ACTION OR CAUSE OF ACTION ARISING FROM OR RELATING TO ANY CONSTRUCTION DEFECTS, ERRORS, OMISSIONS OR OTHER CONDITIONS, INCLUDING ENVIRONMENTAL MATTERS AFFECTING THE PROPERTY, OR ANY PORTION THEREOF. THIS RELEASE INCLUDES CLAIMS OF WHICH GRANTEE IS PRESENTLY UNAWARE OR DOES NOT PRESENTLY SUSPECT TO EXIST IN GRANTEE'S FAVOR WHICH, IF KNOWN BY GRANTEE, WOULD MATERIALLY AFFECT GRANTEE'S RELEASE TO GRANTOR.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging, but subject to all reservations from and exceptions to warranty and conveyance herein contained, unto the Grantee and Grantee's heirs, executors, administrators, successors and/or assigns forever; and further, subject to all reservations from and exceptions to warranty and conveyance herein contained, Grantor does hereby bind Grantor and Grantor's successors and/or assigns to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee and Grantee's heirs, executors, administrators, successors and/or assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise.

It is expressly agreed that the Vendor's Lien, as well as the Superior Title in and to the Property, is retained against the Property until the Mortgage Note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

Mortgagee, at the instance and request of the Grantee herein, having advanced and paid in cash to the Grantor herein a portion of the purchase price for the Property as is evidenced by the hereinbefore described Mortgage Note, the Vendor's Lien, together with the Superior Title to the Property, is retained herein for the benefit of said Mortgagee, its heirs, executors, administrators, successors and/or assigns, and the same are hereby TRANSFERRED and ASSIGNED to said Mortgagee, but without warranty by or recourse to Grantor.

22012172

WELLS FARGO BANK, NATIONAL ASSOCIATION

By: Ellen M. Sargent
Ellen M. Sargent, Loan Adjustor

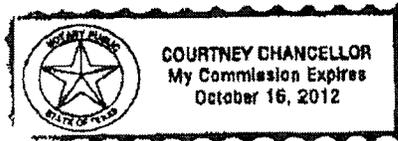
STATE OF TEXAS §
 §
COUNTY OF DALLAS §

This instrument was acknowledged before me on the 20 day of December, 2011, by Ellen M. Sargent, Loan Adjustor of WELLS FARGO BANK, NATIONAL ASSOCIATION, a national banking association, on behalf of said national association.

Courtney Chancellor
Notary Public, State of Texas

AFTER RECORDING, PLEASE RETURN TO:

TYTAL USA Properties, INC.
3502 Santa Ursula Ave.
Laredo, Texas 78041



Z2012170

Doc# 20110231522
Pages 6
12/29/2011 9:38AM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD C. RICKHOFF
COUNTY CLERK
Fees \$32.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
12/29/2011 9:38AM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff

EXHIBIT A

20110170

METES & BOUNDS DESCRIPTION OF A

0.948 (CALLED 0.958) ACRE TRACT OF LAND OUT OF THE C. TEXADA SURVEY NO. 133, ABSTRACT NO. 743, NEW CITY BLOCK 17981, BEXAR COUNTY, TEXAS, BEING THE SAME PROPERTY DESCRIBED IN DEED FROM ADOLPH R. KUBICEK AND WIFE, ROSE C. KUBICEK TO SEYMOR DREYFUS, ET. AL., DATED FEBURARY 29, 1962, AND FILED IN VOLUME 4862, PAGE 524, DEED AND PLAT RECORDS OF BEXAR COUNTY, TEXAS, SAID TRACT BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING at a concrete monument found in the northerly R.O.W. line of I.H. 10 E. (a variable width Public R.O.W.), said rod being located 288.03 feet at a bearing of South 69° 44' 17" West from the southwest corner of Lot 3, Block 2, A.J. Ploch Oil Co. Subdivision, as recorded in Vol. 9526, Pg. 108, Deed and Plat Records of Bexar County, Texas;

THENCE departing the northerly line of I.H. 10 E., North 00° 04' 30" East 255.17 feet to a found 1/2" iron rod in the south R.O.W. line of Dietrich Road, said rod marking the northwesterly corner of the herein described tract;

THENCE along the south R.O.W. line of said Dietrich Road, North 89° 56' 26" East 156.83 feet to a set 1/2" iron rod, said rod marking the northeast corner of the herein described tract;

THENCE departing the south R.O.W. line of said Dietrich Road, South 18° 26' 51" East 185.30 feet to a set 1/2" iron rod in the said northerly R.O.W. line of I'H 10 E., said rod marking the most easterly corner of the herein described tract;

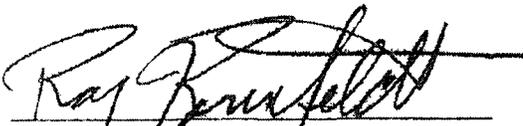
THENCE along the northerly R.O.W. line of I.H. 10 E., South 69° 45' 50" West 230.00 feet to the POINT OF BEGINNING and containing 0.948 acres, more or less.

STATE OF TEXAS §

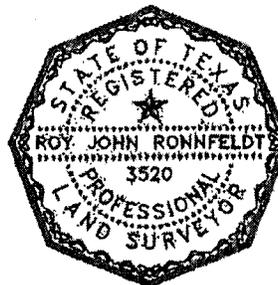
April 12, 2010

COUNTY OF BEXAR §

It is hereby certified that the above description was prepared from an actual survey on the ground of the described 0.948 acre tract made under my supervision.



Roy John Ronnfeldt,
Registered Professional Land Surveyor
Registration No. 3520



Doc# 20110126487
Pages 4
07/20/2011 13:38:59 PM
e-Filed & e-Recorded in the
Official Public Records of
BEXAR COUNTY
GERARD RICKHOFF COUNTY CLERK

Fees 24.00

STATE OF TEXAS
COUNTY OF BEXAR
This is to Certify that this document
was e-FILED and e-RECORDED in the Official
Public Records of Bexar County, Texas
on this date and time stamped thereon.
07/20/2011 13:38:59 PM
COUNTY CLERK, BEXAR COUNTY TEXAS



Gerard Rickhoff